

1 UNITED STATES BANKRUPTCY COURT

2 SOUTHERN DISTRICT OF NEW YORK

3 Case No. 20-12345-mg

4 - - - - - x

5 In the Matter of:

6

7 THE ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, NEW YORK,

8

9 Debtor.

10 - - - - - x

11

12 United States Bankruptcy Court

13 One Bowling Green

14 New York, NY 10004

15

16 October 23, 2023

17 2:01 PM

18

19

20

21 B E F O R E :

22 HON MARTIN GLENN

23 U.S. BANKRUPTCY JUDGE

24

25 ECRO: UNKNOWN

1 Status Conference RE: Mediation (Doc # 2590)

2

3 Hybrid Hearing RE: Order to Show Cause on Motion to Withdraw  
4 Attorney. (Doc# 2540, 2542)

5

6 Hybrid Hearing RE: Motion Pursuant to Rule 9019(a) of the  
7 Federal Rules of Bankruptcy Procedure for Entry of  
8 and Order Approving a Settlement Agreement and Release  
9 Between the Seminary, the Committee, and the  
10 Diocese. (Doc# 2548, 2549, 2551, 2552)

11

12 Hybrid Hearing RE: Motion for Relief from Stay filed by  
13 Daniel J Woodard on behalf of Claimant No. 90507.

14 (Doc # 2478, 2491 2488, 2491, 2492, 2496 to 2498, 2573 to  
15 2575, 2577 to 2579, 2592, 2595, 2596)

16

17 Hybrid Hearing RE: Motion for Relief from Stay. (Doc# 2479,  
18 2491 2488, 2491, 2492, 2496 to 2498, 2573 to  
19 2575, 2577 to 2579, 2592, 2595, 2596)

20

21

22

23

24

25

1 Hybrid Hearing RE: Motion for Relief from Stay filed by  
2 Patrick Stoneking on behalf of 90472 (Claimant), 90391  
3 (Claimant), (Claimant) 90383, 90209 (Claimant), Claimant  
4 90397, Claimant 90385, Claimant 90373, Claimant  
5 90364, Claimant 90354, Claimant 90336, Claimant 90329,  
6 Claimant 90304, Claimant 90294, (Claimant) 90242,  
7 90219 (Claimant) (Doc. No. 2480, 2488, 2489, 2491, 2492,  
8 2573 to 2575, 2577 to 2579, 2592, 2595, 2596)

9  
10 Hybrid Hearing RE: Motion for Relief From Stay Filed by  
11 Andrew Silvershein on behalf of Claimants, 90220,  
12 90232, 90378, 90406, 90426, 90554, 90555, 90556. (Doc ##  
13 2482, 2488, 2491, 2492, 2496 to 2498, 2573 to 2575, 2577 to  
14 2579, 2592, 2595, 2596)

15  
16 Hybrid Hearing RE: Motion for Relief from Stay filed by  
17 Stephenie Lannigan Bross on behalf of claimant 90161,  
18 claimant 90068, claimant 90066, claimant 90060, claimant  
19 90044, claimant 90034, claimant 90033. (Doc No.  
20 2483, 2488, 2491, 2492, 2496 to 2498, 2573 to 2575, 2577 to  
21 2579, 2592, 2595, 2596)

22  
23  
24  
25

1 Hybrid Hearing RE: Motion for Relief From Stay Filed by  
2 Jordan Merson on behalf of Merson Law Sexual  
3 Abuse Creditors (doc. no. 2484, 2491, 2496, 2497, 2499, 2573  
4 to 2575, 2577 to 2579, 2592, 2595, 2596)

5 Hybrid Hearing RE: Motion for Relief From Stay Filed by  
6 Jason P. Amala on behalf of Claimant no. 90111. (Doc  
7 # 2487 to 2492, 2496, 2497, 2573 to 2575, 2577, 2578, 2579,  
8 2592, 2595, 2596)

9  
10 Hybrid Hearing RE: Motion for Relief from Stay. (Doc# 2493,  
11 2488, 2491, 2492, 2496 to 2498 2573 to 2575,  
12 2577 to 2579, 2592, 2595, 2596

13

14

15

16

17

18

19

20

21

22

23

24

25 Transcribed by: Sonya Ledanski Hyde

1 A P P E A R A N C E S :

2

3 LAW OFFICES OF MITCHELL GARABEDIAN

4 Attorney for Claimant 2020-2006749

5 100 State Street 6th Floor

6 Boston, MA 02109

7

8 BY: MITCHELL GARABEDIAN

9

10 PACHULSKI STANG ZIEHL & JONES LLP

11 Attorneys for the Committee

12 780 Third Avenue, 34th Floor

13 New York, NY 10017

14

15 BY: KAREN DINE

16

17 JONES DAY LLP

18 Attorneys for the Debtor

19 250 Vesey Street

20 New York, NY, 10281

21

22 BY: CORINNE BALL

23 TODD GEREMIA

24

25

WESTERMAN BALL EDERER MILLER ZUCKER

Attorneys for Seminary of the Immaculate Conception

1201 RXR Plaza

Uniondale, NY 11556

BY: WILLIAM HEUER

BURNS BAIR LLP

Special Insurance Attorneys for the Committee

10 E. Doty Street, Suite 600

Madison, WI 53703

BY: TIMOTHY W. BURNS

PACHULSKI STANG ZIEHL JONES LLP

Attorneys for the Committee

10100 Santa Monica Blvd., Suite 1300

Los Angeles, CA 90067

BY: JAMES I. STANG

1 PFAU COCHRAN VERTETIS AMALA PLLC  
2 Attorneys for Claimant 90111  
3 403 Columbia Street, Suite 500  
4 Seattle, WA 98104  
5

6 BY: JASON P. AMALA  
7

8 LAW OFFICE OF MICHAEL G. DOWD  
9 Attorneys for Creditor  
10 217-59 Corbett Road  
11 Bayside, NY 11361  
12

13 BY: MICHAEL G. DOWD  
14

15 UNITED STATES DEPARTMENT OF JUSTICE  
16 Attorneys for the U.S. Trustee  
17 201 Varick Street, Suite 1006  
18 New York, NY 10014  
19

20 BY: GREG ZIPES  
21

22 ALSO PRESENT TELEPHONICALLY:

23 NATHANIEL ALLARD

24 JOHN B. BERRINGER

25 KENNEDY RHEA BODNAREK

1 STEPHANIE LANNIGAN BROSS  
2 JOHN E. BUCHEIT  
3 MARTIN G. BUNIN  
4 GEORGE CALHOUN  
5 DYLAN CASSIDY  
6 ELIZABETH CATE  
7 ANDREW CIRIELLO  
8 SHARA CLAIRE CORNELL  
9 WAYNE M. COX  
10 JOHN DALY  
11 JILLIAN DENNEHY  
12 CHARLES B. DESTRIES  
13 THERESA A. DRISCOLL  
14 FR. ERIC FASANO  
15 ARIELLE Z. FELDSHON  
16 YITZCHAK FOGEL  
17 MITCHELL GARABEDIAN  
18 ROBERT E. GERBER  
19 TRUSHA GOFFE  
20 WILLIAM HEIER  
21 MICHAEL HOGAN LOVELLS US LLP  
22 ADAM HOROWITZ  
23 JAMES N. HULME  
24 TODD C. JACOBS  
25 AARON JAVIAN



1 ANN V. KRAMER  
2 RICHARD L. KROEGER  
3 JAMES M. MARSH  
4 MICHELLE MCMAHON  
5 BRITTANY MITCHELL MICHAEL  
6 SIOBHAIN PATRICIA MINAROVICH  
7 MICHAEL MISKELL  
8 JAMES MOFFITT  
9 BRETT S. MOORE  
10 CHARLES MOORE  
11 RAYAN ISSAM NASSER  
12 IAIN A.W. NASATIR  
13 FRANK A. OSWALD  
14 CHRIS PERKINS  
15 JOHN REFIOR  
16 MATTHEW ROBERTS  
17 LISA ROLLE  
18 RUSSELL WEBB ROTEN  
19 ERIC K. SCHWARZ  
20 ANDREW SILVERSHEIN  
21 THOMAS R. SLOME  
22 ADAM M. SMITH  
23 ERIK SORENSEN  
24 PATRICK STONEKING  
25 CATALINA SUGAYAN

1 NORA ANNE VALENZA-FROST  
2 JAMES J. VINCEQUERRA  
3 CHELSIE WARNER  
4 BENJAMIN B. WATSON  
5 MATTHEW MICHAEL WEISS  
6 BRENDA L. ADRIAN  
7 SOMA BISWAS  
8 EMILY CHARLTON  
9 STEPHEN A. DONATO  
10 UDAY GORREPATI  
11 KAREN MORIATY  
12 ANDREW S. RIVERA  
13 VINCE SULLIVAN

14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

P R O C E E D I N G S

THE COURT: All right, please be seated. Good afternoon, everyone.

ALL: Good afternoon.

THE COURT: All right, let's start by going down through the agenda. We'll get to more basic status information in a little while. So the first matter on the calendar is the motion that Mr. Garabedian to withdrawn; it's ECF Docket No. 2542. There were no responses. Does anybody wish to be heard? Go ahead.

MR. GARABEDIAN: Mitchell Garabedian, Your Honor, good afternoon.

THE COURT: Good afternoon.

MR. GARABEDIAN: I set forth in my papers our position. It's unopposed. Proof of claim was timely filed. There are no pending motions. I believe that the allowance of this motion will not materially adversely affect the interests of the client.

THE COURT: So was your client the subject of any of the claim objections?

MR. GARABEDIAN: Yes, he was. There is a state court action. I currently have a motion in state court, a motion to withdrawn in state court before that court.

THE COURT: But was there a motion in this court? Did the Diocese object to your client's claim?

1 MR. GARABEDIAN: Yes, at that time.

2 THE COURT: And what was -- I didn't look to see  
3 what the result was.

4 MR. GARABEDIAN: The case was -- you allowed the  
5 Diocese motion.

6 THE COURT: I sustained the Diocese's objection to  
7 the claim?

8 MR. GARABEDIAN: Yes.

9 THE COURT: Without leave to amend?

10 MR. GARABEDIAN: Correct.

11 THE COURT: All right. And is your client  
12 appealing that decision?

13 MR. GARABEDIAN: The case is currently in state  
14 court.

15 THE COURT: That's not my question. With respect  
16 to many of the claims to which this Court has sustained  
17 objections, there have been appeals taken from my decision.  
18 Did you or your client appeal the order sustaining the  
19 Diocese's objection to your client's claim?

20 MR. GARABEDIAN: No.

21 THE COURT: And has the time for an appeal  
22 expired?

23 MR. GARABEDIAN: Yes.

24 THE COURT: I don't want to invade attorney-client  
25 privilege, but did you advise your client of the time within

1 which your client could appeal?

2 MR. GARABEDIAN: I have advised my client and I  
3 really can't get into the attorney-client --

4 THE COURT: I don't want to get into the details  
5 of it. Does anybody from the Diocese want to be heard?

6 MR. GERMAINE: No, Your Honor, we have no  
7 objection.

8 THE COURT: All right, the motion is granted.

9 MR. GARABEDIAN: Thank you.

10 THE COURT: Submit the order in Word format. I  
11 just want to make some notes.

12 All right. The next matter on the calendar is the  
13 Seminary settlement motion; it's ECF 2548. It's a motion  
14 filed by the Committee. Who's going to argue, Miss Dine?

15 MS. DINE: Good afternoon, Your Honor. Karen Dine  
16 of Pachulski Stang Ziehl & Jones on behalf of the Committee.

17 Your Honor, the Committee and the Seminary, along  
18 with the Diocese, reached a settlement relating to a  
19 prepetition transfer that had been made to the Seminary.

20 THE COURT: It sounds like a nice piece of  
21 property.

22 MS. DINE: Yes. It's a beautiful piece of  
23 property, and I believe most of it now is going to be state  
24 park land, although the Seminary is going to retain  
25 approximately --

1 THE COURT: 16 acres?

2 MS. DINE: -- 16 acres that has the Seminary  
3 buildings on them for continued use. And we have agreed to  
4 a split of the proceeds at the time of the sale: 80 percent  
5 to the Diocese or to an abuse trust if there ultimately is  
6 one, and then 20 percent to the Seminary.

7 THE COURT: So my question when I reviewed this  
8 settlement -- I know no objections have been filed -- is  
9 what happens if this case is dismissed?

10 MS. DINE: If this case is dismissed, Your Honor,  
11 the settlement goes forward and it essentially becomes the  
12 settlement --

13 THE COURT: Well, there's no trust that's created  
14 because the settlement --

15 MS. DINE: If there's no trust --

16 THE COURT: -- as I understand it contemplated if  
17 there was a plan, there would be a trust established where  
18 the proceeds from that sale would be held. Obviously, if  
19 the case is dismissed, there is no trust.

20 MS. DINE: That is correct and it will effectively  
21 be a settlement of the Diocese and the Seminary with respect  
22 to what would have been Diocese's claims for the transfer  
23 and the money would go to the Diocese for them to use as  
24 appropriate.

25 THE COURT: Without restriction on the Diocese.

1 MS. DINE: There is no restriction on the Diocese.

2 THE COURT: As I don't have it open in front of  
3 me, but when I looked at it, I think it contemplated that  
4 the proceeds would be held by the Diocese until some point  
5 in 2016, I thought. Do I have that wrong?

6 MS. DINE: Sorry, Your Honor.

7 THE COURT: What I was --

8 MS. DINE: So if the case were still ongoing and  
9 the money came in before the trust was established, the  
10 Diocese would hold the money to then contribute to the trust  
11 when it was established.

12 THE COURT: Was that a 2016 date? I'm trying to  
13 remember now.

14 MS. DINE: I'm not sure why there would be a 2016  
15 date, Your Honor.

16 THE COURT: Hold on, let me see. I must be  
17 remembering incorrectly. Can somebody help me? I thought  
18 if the case remains open, how long are those funds -- but  
19 there is no confirmed plan; how long are those funds to be  
20 held by the Diocese?

21 MS. DINE: From the Committee's view --

22 THE COURT: Let's assume I approve it, let's  
23 assume it was sold next week and the case were to remain  
24 open, we didn't have a confirmed plan; how would the funds  
25 be held?

1 MS. DINE: I believe that the Diocese would be  
2 holding the funds effectively in escrow where it had amount  
3 of funds to be applied to a trust if, in fact, that was in  
4 the confirmed plan.

5 THE COURT: And what I'm trying to remember is I  
6 thought I saw that there was --

7 MS. DINE: There may have been --

8 THE COURT: -- a deadline by which something had  
9 to happen.

10 MS. DINE: I believe we put in a deadline because  
11 the sale is, I believe, at least a year or so off, that I  
12 believe we put in and ultimately guide language may have  
13 been 2026 for when the agreement made --

14 THE COURT: That's what I was saying, the 2026  
15 date that I --

16 MS. DINE: Yes, when the agreement would terminate  
17 because the sale hadn't occurred and the settlement  
18 agreement would no longer be effective.

19 THE COURT: That was the 2026 date.

20 MS. DINE: Yes, I believe so.

21 THE COURT: That must be what --

22 MS. DINE: I may be misremembering, and Mr.  
23 Heuer...

24 MR. HEUER: I was scurrying in the background  
25 looking at, yes.



1 THE COURT: All right. Let me hear from somebody  
2 from the Diocese.

3 MS. BALL: Corrine Ball, Jones Day, for the  
4 Diocese. Your Honor, there's a long lead time on the  
5 closing of this sale, but a very short time to get the  
6 contracts in place and keep the sale moving.

7 THE COURT: Is there a buyer?

8 MS. BALL: Yes, there is, Your Honor.

9 THE COURT: Oh, it's the County.

10 MS. BALL: No, the State of New York is buying  
11 most of it, and a very small portion is being bought by the  
12 Town of Lloyd Harbor.

13 THE COURT: And are there contracts in place for  
14 those purchases?

15 MS. BALL: We need to address the lis pendens to  
16 get those contracts moving, which is one of the things that  
17 the settlement with the Committee will enable us to do, so  
18 that Mr. Heuer on behalf of the Seminary can move that sale  
19 forward and we can bring in the proceeds, but I don't think  
20 they're expected until 2024.

21 THE COURT: Okay. And if you would, Miss Ball,  
22 let's assume the case is dismiss, what happens?

23 MS. BALL: The sale would forward in the same  
24 fashion, Your Honor, and the proceeds would come into the  
25 Diocese.

1 THE COURT: Without restriction.

2 MS. BALL: Without restriction.

3 THE COURT: Okay. Does anybody else wish to be  
4 heard with respect to the Seminary settlement? Mr. Heuer?

5 MR. HEUER: Good afternoon, Your Honor. William  
6 Heuer, Westerman Ball for the Seminary.

7 As the parties said, we have the Village of Lloyd  
8 Harbor taking its piece, New York State taking its piece. I  
9 have draft contracts with each, everyone's eager for the  
10 order of approval, and we're moving forward with that  
11 process. It will take about a year, we've been told, by New  
12 York State to get through closing just because of their  
13 internal process.

14 THE COURT: So tell me what happens, Mr. Heuer, if  
15 at some point in the future before a sale closes the Chapter  
16 11 case is dismissed?

17 MR. HEUER: So in the settlement agreement itself,  
18 it provides that if the case is dismissed, this is purely a  
19 settlement between the Seminary and the Diocese of the  
20 claims that could have been asserted, so the funds would go  
21 back to the Diocese.

22 THE COURT: Okay. Does anybody else wish to be  
23 heard? The settlement is approved.

24 MS. DINE: Thank you, Your Honor.

25 MR. HEUER: Thank you, Your Honor.

1 THE COURT: All right. The next matter under  
2 contested matters, the lift stay motions. There are  
3 numerous motions. There was a joinder by the Committee, an  
4 opposition by the Debtor. Who's going to argue on behalf of  
5 the Committee?

6 MR. BURNS: Good afternoon, Your Honor. Tim  
7 Burns, special insurance counsel to the Committee.

8 In this Court's decision on the Diocese's motion  
9 for preliminary injunction, this Court distinguishes between  
10 threats to the estate's insurance policies and actions to  
11 obtain control of the proceeds of the policies, the latter  
12 being subject to automatic stay, the former not.

13 The moving survivor's settlement demands are just  
14 threats to the --

15 THE COURT: I'm sorry, what?

16 MR. BURNS: Are just threats to the policies. If  
17 we had to anticipate the response from the insurers, it  
18 would be a hard no.

19 THE COURT: Let me ask you this, Mr. Burns. How  
20 many demand letters have been sent to the Diocese by  
21 claimants?

22 MR. BURNS: None have been sent yet, Your Honor.  
23 There are 38 ready to be sent.

24 THE COURT: Is there anything that would have  
25 prevented any of the claimants from sending demand letters

1 to the Diocese?

2 MR. BURNS: So, Your Honor, in abundance of  
3 caution on our part when the Committee in Rochester sent  
4 demands with no objection from the Diocese, the recalcitrant  
5 insured their immediate plea objected. And also Your Honor  
6 is probably aware that Judge Kinsella ruled against us on a  
7 lift stay motion a few weeks --

8 THE COURT: I did, I read the transcript because  
9 the Diocese attached the transcript. So in the Diocese's  
10 objection in Paragraph 4 on Page 3, it says, "The Diocese is  
11 willing to receive and transmit the demand letters from the  
12 lift stay claimants to its insurers, and the Diocese has  
13 made that clear to the Committee during several meetings  
14 held with respect to the lift stay motions." It goes on  
15 from there, but I'll stop there.

16 So it didn't seem to me even to require the  
17 Diocese to say you want to make demand of us, make demands.  
18 Do you agree after receiving the Diocese's response that  
19 there was no impediment from any of the claimants making a  
20 demand on the Diocese?

21 MR. BURNS: The only impediment, the concern that  
22 the insureds would raise, a violation --

23 THE COURT: Well, what standing do the insurers  
24 have to object to claimants asserting -- making a demand on  
25 the Diocese?

1 MR. BURNS: Your Honor, I would say they have no  
2 standing.

3 THE COURT: I agree with that.

4 MR. BURNS: Their prepetition rights aren't  
5 affected.

6 THE COURT: I agree with that completely. So I  
7 don't understand the purpose of this motion when there has  
8 been no impediment to claimants making a demand on the  
9 Diocese. It's from the Diocese that they purport to have  
10 claims.

11 MR. BURNS: Your Honor, the only purpose -- we  
12 would have withdrawn the motion after the Diocese agreed to,  
13 but before we could meet with the Diocese, Judge Kinsella  
14 had ruled. And it seemed to us that it would be imprudent  
15 to move forward.

16 THE COURT: People regularly withdraw motions  
17 before me when they decide it's really unnecessary. Do you  
18 agree your motion is unnecessary?

19 MR. BURNS: I agree, Your Honor, our motion is  
20 unnecessary. I think the insurance companies have no  
21 standing to object to this. I think these are just mere  
22 threats to the insurance policies, they're not seeking to  
23 obtain control of the proceeds, and the Committee has  
24 already said before --

25 THE COURT: If you agree, I take it, that

1 claimants don't have a basis for taking control of the  
2 policies at this stage, correct?

3 MR. BURNS: We would have to seek relief from the  
4 state to do so, Your Honor.

5 THE COURT: Well, it's more than just relief from  
6 the stay. I mean, there's applicable state law with respect  
7 to whether or when injured parties can assert claims against  
8 an insurer, correct?

9 MR. BURNS: Well, the --

10 THE COURT: It's not their insurer; it's the  
11 Diocese's insurer.

12 MR. BURNS: Well, then that would be why we're  
13 making claims on the Diocese. If we make a claim on the  
14 Diocese and the insurance companies say yes, that would  
15 present an opportunity for potential settlement in --

16 THE COURT: So what was everybody waiting for if  
17 they wanted to make claims on the Diocese; you agree there's  
18 nothing that would have been an impediment to that.

19 MR. BURNS: No, Your Honor, just an abundance of  
20 caution.

21 THE COURT: Go ahead, Mr. Burns.

22 MR. BURNS: I think the Court understands the  
23 issues here written, so we'll rest on our papers.

24 THE COURT: Okay. Who's going to argue for the  
25 Diocese?

1 MS. BALL: Your Honor has correctly reflected our  
2 willingness to deliver letters. We note, however --

3 THE COURT: That's a giant step, I say  
4 facetiously.

5 MS. BALL: Oh, we agree, one we're very  
6 comfortable making. However, we put out to Your Honor that  
7 reply is replete with references to advancing a plan. We're  
8 not sure that this will assist in achieving that same  
9 purpose and, to the extent it does lead to discovery, we  
10 would ask that that not occur and we avoid the expense.

11 THE COURT: Well, let me put it this way. The  
12 Committee has acknowledged that lifting the stay is  
13 unnecessary in order for claimants to deliver demand letters  
14 to the Diocese. The motion is denied.

15 MS. BALL: Thank you, Your Honor.

16 THE COURT: Okay. That brings us to the status  
17 conference.

18 MR. AMALA: Your Honor, I apologize. Your Honor,  
19 it's Jason Amala for Claimant No. 90111. We had filed a  
20 motion for relief from stay for the same purpose, and I just  
21 want to confirm the Court's (indiscernible).

22 THE COURT: I'm denying all motions to the stay.  
23 I understand. The motions to lift the stay were filed by  
24 claimants, including ones you represent. The Committee  
25 filed a joinder in it. The motions themselves were really

1 quite short; it was quite clear what relief you were  
2 seeking. And I've reviewed all of the motions, the joinder,  
3 the Diocese objection, and the motions are denied.

4 Go ahead and send your demand letters, you know,  
5 that's fine.

6 MR. AMALA: Thank you, Your Honor. That's all I  
7 wanted to confirm. Thank you.

8 THE COURT: Okay. All right. So it brings us to  
9 the status conference. So among the things that I've  
10 received, obviously, I received the mediator's status  
11 report. I received the Pachulski Stang letter asking that  
12 the Court immediately remove the Diocese letter from the  
13 docket. I also have -- I mean, that was October 20th.  
14 October 19th was the Jones Day letter to the Court regarding  
15 the status and attached a term sheet to it.

16 I was certainly sorry to hear from the mediators,  
17 and I guess it was Mr. Van Osselaer who filed the status  
18 report indicating that Magistrate Judge Cave authorized the  
19 filing of that. And mediator's status report in Paragraph  
20 No. 1 includes the following sentence, "All parties  
21 recognize that those sessions were the likely final sessions  
22 if there was to be an agreement reached prior to the Court's  
23 October 21, 2023 deadline for those parties to announce a  
24 consensual plan of reorganization."

25 I didn't go back to look at the actual wording of



1 the order. There's no question that October 31, the Court  
2 designated that as an important date that's in the order  
3 that I entered denying the motion to dismiss without  
4 prejudice. That date came about because I asked the  
5 Committee and I asked the Debtors how much time did they  
6 think was going to be required. The Committee said 30 days,  
7 and Mr. Geremia said October. I said beginning of October  
8 or end of October, and he said October 31. That was the  
9 date that was included in the order.

10 Each side no doubt -- when I say each side,  
11 there's obviously more than two sides, but when I'm  
12 referring to each side, I'm talking about the Committee and  
13 the Debtor -- may have a different view about progress, lack  
14 of progress. Obviously, no plan structure was achieved  
15 before -- well, we haven't hit October 31 yet, but close.

16 And I don't want to invade the mediation privilege  
17 and what transpired in the mediation. It's unclear to me  
18 what the stumbling blocks are to reaching a consensual plan.  
19 Earlier on in this case, I asked the question, what I've had  
20 a hard time -- I've said this before -- what I have a hard  
21 time understanding is what's the aggregate quantum of the  
22 abuse survivor's claims. And when I raised the issue of  
23 estimation for plan purpose, not for distribution, that  
24 suggestion was met with a resounding no from both the Debtor  
25 and the Committee.

1           Since receiving the mediator's status report, you  
2       know, I've pondered if -- you know, it's very hard to come  
3       to an agreement on a plan. Let's assume that the Committee  
4       and the state law counsel have a view about what the  
5       aggregate amount of the claims in this case are, whether  
6       that range or figures, what wight should be given to it. I  
7       mean, I respect the counsel who are involved in this case on  
8       all sides.

9           But, you know, you can write circles around what  
10      you think the Debtor's assets and the parishes -- they're  
11      non-debtors, but they've certainly upped the amount that  
12      they've offered to contribute to any plan -- you could draw  
13      circles around it. You could come to some range of what you  
14      view the value of all of the collective assets to be.

15           You've all focused on insurance. I don't know  
16      whether anything's been offered up from the insurers or not;  
17      I don't want to know that at this stage. But you all -- you  
18      know what the policies are, some without any aggregate  
19      policy limits, some with. I certainly permitted discovery  
20      with respect to Arrowood's financial ability to respond in  
21      connection with mediation.

22           It's hard for me to know what are the major  
23      stumbling blocks to coming to some agreement. And it may  
24      be, you know, the Committee may already have a motion to  
25      dismiss drafted that it's going to file on November 1st, I

1 don't know, and I don't know what the Diocese response to  
2 that's going to be. I know that in the letter that they  
3 sent regarding status of the mediation, they certainly  
4 recognize the distinct possibility that I may well dismiss  
5 this case. I don't want to be the first judge to dismiss a  
6 Diocese case, but I may well be.

7 So what's I've been trying to think about, are  
8 there ways to get a better handle on the claims so when I  
9 think about, outside of bankruptcy court, how have attempts  
10 been made to do that. The case I'm probably most familiar  
11 with is the General Motors bankruptcy and Motors  
12 Liquidation, because that's on my watch. Judge Furman in  
13 the district court has the MDL -- I mean, it's largely done  
14 now -- and he followed a pattern that's similarly been  
15 applied in many MDL cases, mass tort or otherwise, and that  
16 is to have some trials of some test cases with multiple  
17 sides suggesting cases.

18 So, you know, for example, here, it could be the  
19 Diocese picking several cases, the Committee in consultation  
20 with the state court counsel picking several cases, where  
21 that would be. I haven't done it, but I'm certainly  
22 considering contacting the state court judge in Nassau  
23 County who's coordinating all of these cases, whether he has  
24 -- I know that supposedly long way from trial, but would he  
25 be prepared to try a number of test cases, try them to a

1 jury, see where they come out; try and get a better handle  
2 on what's the range of potential recoveries against parishes  
3 and/or the Diocese.

4 I don't know. I'm thinking out loud. I had a  
5 little reluctance to do that, but I thought I'm just going  
6 to do that today. Put it this way. Before I will dismiss  
7 the case -- and I might do that, I very well might -- and  
8 I'm sorry that the mediation has not led to a successful  
9 result, but I'm certainly -- one of the questions I'm going  
10 to ask the Diocese in response to any reviewed motion, what  
11 alternatives do you suggest, because the case isn't just  
12 going to go on the way it is. I've made that clear before.  
13 I don't see any reason for that.

14 You know, you can all go slog away in state court,  
15 you can appeal from whatever -- if I dismiss it, you can  
16 appeal and spend some time on the appellate process, but I  
17 don't think that's going to get to a result. And so, I  
18 don't know whether collectively, you have spoken about, no,  
19 we can't come to an agreement about what the specific number  
20 should be. Have we thought about a process in state or  
21 federal court to try and put, you know, some rings around  
22 it.

23 The only thing that I thought of was what's been  
24 common in large MDL cases, to actually try some test cases  
25 with the expectation or hope that those will become guides

1 to settlement; if not settlement precisely here, putting  
2 some parameters around what's the exposure of the Diocese  
3 and the parishes here. And I don't know whether you've  
4 talked about that, any of that, whether you -- to see  
5 whether short of dismissal you have some alternative  
6 suggestions about how to move this case forward.

7 Let me stop there. Does either side want to have  
8 anything to say? Again, met with resounding silence.

9 You're on mute, Mr. Stang. You're still on mute.

10 MR. STANG: Now I'm off. Excuse me, Your Honor.

11 James Stang, Pachulski Stang Ziehl & Jones for the  
12 Committee.

13 Your Honor, we do not think there is a serious  
14 dispute that the value of the claims far exceeds the amount  
15 that the Diocese has offered through its letter. And I  
16 don't know if you're going to get back to the propriety of  
17 that letter, but let me focus on the substance of your  
18 comments.

19 THE COURT: Believe it or not, Mr. Stang, I looked  
20 at that letter quickly and I really didn't pay much  
21 attention to it because I didn't think that was -- that's a  
22 different issue from whether it ought to be sealed or  
23 whatever. I'm not addressing that yet.

24 MR. STANG: Your Honor, I appreciate that, but I  
25 do want to come back to the letter because the fact that you

1 didn't pay much attention to it is not beside the point, but  
2 a lot of other people have seen that letter and it's been  
3 published through a newspaper.

4 THE COURT: So I don't know what good sealing it  
5 or striking it would do now. The world knows all about it.

6 MR. STANG: Well, we reserve rights regarding  
7 other remedies, but let me focus on what you asked about.

8 The Committee retained a company called Claro --

9 THE COURT: I'm sorry, I missed the name.

10 MR. STANG: C-L-A-R-O.

11 THE COURT: Okay.

12 MR. STANG: -- to value the claim. Claro has been  
13 retained in a number of other cases involving sexual abuse.  
14 It testified in the Diocese of Camdem case on behalf of the  
15 Committee; we do not represent the Committee in Camden. And  
16 I don't think there's any serious question about the  
17 qualifications of Katie McNally, who is the witness  
18 appearing for Claro, as to her expertise. I am assuming  
19 that the Debtor has employed and use someone like Claro to  
20 do the same function.

21 I don't think there's a serious question as to  
22 whether the Diocese's and affiliate's offer is substantially  
23 less than the amount of the value of the claims. And the  
24 Debtor has tested certain aspects of those proofs of claim  
25 through a myriad of objections, and its average estimate in

1 the letter, we think is grossly overstated because it is not  
2 accounting for the fact, as we said from the very first day  
3 of the claims objection process, that while claims may be  
4 disallowed against the Diocese, they still exist against the  
5 parties who would be channeled by any consensual claim.

6 But let me get away from whether the average is  
7 accurate or not. There's been a lot of testing of the  
8 claims. We know that regardless of what you might say about  
9 the value of the claims, Purdue, as it currently exists,  
10 requires that 75 percent of the survivors who are affected  
11 by the plan vote in favor of it, and that's the bare  
12 minimum.

13 And so, where I think that the Committee's  
14 position is well reasoned through the mediation, at the end  
15 of the day, the Diocese offer has to be accepted by more  
16 than 75 percent of the survivors. And you heard the  
17 testimony at the motion to dismiss about what positions were  
18 likely to be taken in a (indiscernible) that was on file by  
19 the Diocese at the time of that motion.

20 The Diocese makes a big deal of the fact that,  
21 yes, they're offering this amount, but look at all the  
22 insured's coverage that we've got, and I think in the  
23 letter, they may actually even use the "b" word, billions.  
24 But certainly their position has been, and has been  
25 consistent throughout the case, that the real value here is

1 with insurance. Well, it's no cakewalk to get the  
2 insurance. The way that the parties have negotiated about  
3 how the insurance may be treated makes it even less of a  
4 cakewalk. And while you may not know the results of the  
5 Arrowood discovery that you ordered some weeks ago, Arrowood  
6 is not low-hanging fruit by any stretch of the imagination;  
7 frankly, none of the carriers are. There are four coverage  
8 actions pending.

9 And so, when we look at the totality of the  
10 circumstances, we do not see the Diocese's last and best  
11 offer as being adequate. It just -- I use the expression  
12 sometimes, "The picture is much bigger than the frame." The  
13 picture is the liability of the Diocese and the affiliates.  
14 There's no question in our mind that the picture exceeds the  
15 frame.

16 Now, the reality has to set in that to get a deal,  
17 you have to cut the edges of the picture and make it fit.  
18 We don't think the Diocese and its affiliates are doing  
19 enough to -- or working or cinching their belts enough to  
20 get the value that would enable them to do right by the  
21 survivors and at the same time continue their mission.

22 Our stance throughout this case has been that  
23 recognition that the Diocese and its affiliates perform  
24 admissions for various legal reasons and perhaps personal  
25 reasons, people think that that admission has to continue



1 and should continue and we recognize that in our  
2 discussions. We just don't think that they're trying hard  
3 enough.

4 So let's talk about test cases for a moment. The  
5 matters that were released from the preliminary injunction  
6 are going forward before Judge Steinman in state court.  
7 That may have been the judge you were referring to.

8 THE COURT: It is.

9 MR. STANG: Those cases do not represent the  
10 universe of all the cases. They really approach the  
11 preliminary injunction opposition in a very narrow way to  
12 try to maximize our chances of getting success. Our goal  
13 was to try to see if that release from the injunction would  
14 result in advancements in the mediation, and let's just say  
15 that it hasn't advanced to the point where we can tell you  
16 we have an agreement.

17 THE COURT: Mr. Stang, let me interrupt you for a  
18 moment. I didn't say this before, but it something that  
19 crossed my mind. With respect to the concept of test cases,  
20 I would certainly consider lifting the stay against those  
21 actions that named -- you know, for test cases that named  
22 the Diocese as well as the parish. So test cases -- I did  
23 think about this -- test cases could include cases in which  
24 both the Diocese and a non-Diocese party was also parties to  
25 that action. Because I understand on the injunction motion,

1 you only sought to deny the injunction with respect to cases  
2 against the parish only, not (crosstalk) --

3 MR. STANG: That's correct. And Your Honor --

4 THE COURT: That may not be an answer, but that's  
5 -- you know, and it may be that the state court is just  
6 totally unwilling to say, great, now I've got more cases  
7 because it includes the Diocese as a defendant as well as  
8 the parish.

9 MR. STANG: Your Honor, I thought that's where you  
10 were going. In my notes, I wrote debtor question mark when  
11 you were talking about test cases. So I wasn't going to  
12 assume what you meant, but I was thinking you probably were  
13 headed in that direction. And I would ask state court  
14 counsel who are on this call to please correct if I'm wrong.  
15 I've never appeared before Judge Steinman. I don't attend  
16 the status conferences; Jones Day does. They apparently  
17 represent someone in those cases that they feel they should  
18 be taking the lead in the state court.

19 But I'm told that Judge Steinman has not accepted  
20 the notion of test cases for the cases he has before him.  
21 And as to how he's handling them, the scheduling, I've been  
22 told he's being very aggressive in his pretrial scheduling.  
23 But I would leave it to state court counsel to tell the  
24 Court whether Judge Steinman thinks that for the 200 plus  
25 cases he's got -- actually, it may not be fully 200, a lot

1 have been remanded but, you know, it's over 100, I know  
2 that, you know, how he feels about that.

3 THE COURT: Yeah, I'm not -- look, I could  
4 understand -- well, Judge Steinman will make his own  
5 decision whether he's prepared to agree to early trial in a  
6 number of test cases. But if doing that offered the  
7 potential of -- in other words, if the bankruptcy case was  
8 not dismissed at this time and hypothetically I'm saying  
9 each side pick two test cases, three test cases, it would  
10 probably be a lot easier for Judge Steinman to have to try  
11 six cases than 200 cases.

12 If the outcome of the test cases was essentially  
13 come back to the bankruptcy court and mediate further and  
14 see whether, now that there have been some circles drawn  
15 about high and low values, what's the universe of claims  
16 look like?

17 I'm sorry, Mr. Stang, I interrupted you, but  
18 that...

19 MR. STANG: No, no, that's all right. Your Honor,  
20 I'm going to -- and Mr. Amala came right up on the camera; I  
21 suspect he wants to say something about the test case  
22 concept. I'm under the impression that we have not had the  
23 discussion with the Diocese about releasing the Diocese from  
24 the stay.

25 I mean, I've just heard what Miss Ball said about

1 the demands, vis-à-vis the insurance, and how the Debtor  
2 would resist discovery. I'm assuming that that's not -- the  
3 stay relief against the Diocese is not happening today on a  
4 consensual basis. Perhaps, I'm wrong, but you know, I'm  
5 guessing here.

6 I don't think -- I'll let state court counsel  
7 speak for themselves about the test case concept. But we  
8 have spent a lot of time, a lot of money on expert advice as  
9 to what these cases are worth, and those experts rely on  
10 what is now becoming more and more data in New York  
11 regarding child sex abuse verdicts.

12 So survivors will lose some cases in state court,  
13 they will win some cases, and the notion of test cases on a  
14 very limited basis --

15 THE COURT: Hang on a second.

16 MR. STANG: -- I think that I would ask --

17 THE COURT: Mr. Burns, if that's your phone, shut  
18 it off because the next time -- everybody better have their  
19 phones on mute or off. Go ahead, Mr. Stang.

20 MR. STANG: What the gavel is for, Your Honor.  
21 You get one ring and boom.

22 THE COURT: You know, in 17 years, I've never had  
23 my gavel out here. I've thought about it a few times. I've  
24 regretted a few times that I didn't have it here. Go ahead,  
25 Mr. Stang.

1 MR. STANG: So I would ask Mr. Amala or others to  
2 comment on the utility of test cases in the context of where  
3 we are today.

4 So, Your Honor, my view of it is we know what the  
5 values are, we know the difficulties associated with the  
6 insurance. It's not how the Diocese describes it in its  
7 letter as if they're just writing checks. And we don't  
8 think that the affiliates and the Diocese -- I'm not going  
9 to point fingers as to which we think should spout more  
10 because that would get into the mediation, but they need to  
11 do more, and we just haven't been able to get there with the  
12 extra efforts of our two mediators.

13 THE COURT: Mr. Amala, do you want to be heard on  
14 the test case concept?

15 MR. AMALA: Sure, Your Honor. Jason Amala for a  
16 number of the claimants.

17 Your Honor, I believe the status conference we had  
18 with Judge Steinman, I don't remember if there was a court  
19 reporter present, and I was going to offer, if there was,  
20 that we can get you a transcript if you'd like to hear his  
21 comments or read his comments.

22 I just wanted to mention in response to Mr.  
23 Stang's comments or description of that hearing. The  
24 plaintiffs had said we wanted to propose some test cases,  
25 the defendants were not agreeable to that at the time, and

1 so, Judge Steinman basically said, well look, right now, I'm  
2 not going to order it if people won't agree to it. He  
3 didn't -- and that was kind of it.

4 I will say, Your Honor, he also, Judge Steinman,  
5 indicated that he was very aware that this Court had set the  
6 end of October as a deadline. And so, Mr. Stang is right,  
7 he's been pushing the parties to get moving but he was also  
8 cognizant that this Court had set the end of October to see  
9 if the deal could be done.

10 So I think if we were to go back to him with the  
11 idea that this Court believes that some test cases could be  
12 helpful, I don't want to even begin to speak for him, but I  
13 think he may be open to that given the tenor of the hearing  
14 we had.

15 And, Your Honor, since you asked if I'd like to  
16 say a few words on test cases, I personally think it would  
17 be a very good idea and very helpful. I agree with Mr.  
18 Stang, there are experts that are testifying these days  
19 about the value of the cases. But I think some test cases  
20 would do a very good job of illustrating the value so that  
21 we're not having a battle of the experts; we can see what a  
22 jury says the cases are worth.

23 And I personally, Your Honor, the bigger issue  
24 here could be very helpful is the reason I piped in earlier,  
25 Your Honor, and asked about our motion for relief from stay

1 to make a demand, insurance policy demand. That's the first  
2 step in these cases of making an individual offer on a case,  
3 let the insurance companies respond. If they don't agree to  
4 pay the case, then you go try it, and if you get a big  
5 verdict and the carrier didn't pay the offer and they should  
6 have, the carrier may have to pay the full freight.

7 The point is, Your Honor, some test cases I think  
8 the bigger, not just the value of the cases, but I think in  
9 terms of forcing these insurance companies to actually come  
10 to the table and not hide behind their coverage defenses. I  
11 think some test cases would do a very good job of moving  
12 that along, not just in this bankruptcy but in, frankly, a  
13 lot of other bankruptcies.

14 Thank you, Your Honor.

15 THE COURT: Thank you, Mr. Amala.

16 MR. STANG: Your Honor, I don't know if other  
17 state court counsel wanted to address you, but you said --

18 THE COURT: Can you hang on for a second? We've  
19 got a jet plane flying nearby here with a lot of noise.  
20 Let's let it go by for a minute.

21 Go ahead, Mr. Stang.

22 MR. STANG: I thought it was a vacuum cleaner in  
23 someone's background.

24 Your Honor, you made a comment about these test  
25 cases could be in federal or state court.

1 THE COURT: Well, I didn't really mean federal,  
2 but I said it anyway.

3 MR. STANG: And I --

4 THE COURT: I don't want to get stopped by judges  
5 in the district court, but...

6 MR. STANG: Well, you know --

7 THE COURT: I really want to try these cases, Mr.  
8 Stang.

9 MR. STANG: You might have to take the stairs  
10 rather than the elevator if you did that.

11 I would invite other state counsel on the call,  
12 Your Honor, and we certainly would go back to the Committee  
13 with the state court counsel participation to explore what  
14 you said. And as you said and as you indicated, it's not  
15 October 31st. We certainly have the time to assess the  
16 concept and come back to you shortly before October 31st to  
17 give you our reaction.

18 But we do have several other state court counsel  
19 on the call and if you're interested in hearing from them, I  
20 suspect that -- Mr. Dowd just raised his hand -- I suspect  
21 they'd be happy to address you.

22 THE COURT: I'd be happy to hear from any other  
23 state court counsel who want to be heard.

24 MR. DOWD: Yes, Your Honor. Michael Dowd. I  
25 represent a number of survivors in this case, and I would



1 very much be in favor of using test cases, frankly, to  
2 establish value. I think there's nothing like an American  
3 jury. They hear a case and decide it and it's the fairest  
4 and best way, you know, that we have, so I would say very  
5 much in favor.

6 THE COURT: Thank you, Mr. Dowd.

7 MR. DOWD: You're welcome, Your Honor.

8 THE COURT: All right. Any other state court  
9 counsel who wish to be heard?

10 So let me -- you all have much more experience; I  
11 don't have any experience with these cases before this. So  
12 I'm sure you've all looked at it -- I look at it from time  
13 to time -- the Penn State Law School website, and they have  
14 these nice lists of those cases that have resulted in  
15 confirmed plans and those that have not. And, you know, I  
16 haven't looked at that website exhaustively, but yes, I have  
17 spent time on it, a variety of time over months.

18 And, you know, as we get closer to October 31st, I  
19 keep asking myself why have those cases succeeded and this  
20 one not. And, you know, I know -- I don't know why. I  
21 don't know why. I think the one thing that I see is there  
22 are more sex abuse claimants in this case; maybe there are,  
23 maybe there aren't, you know. And, you know, every week, I  
24 looked at another Diocese has filed, not a pretty picture.  
25 And you all collectively have been living with this case,

1 and other cases perhaps, and while the only thing that --  
2 well, let me come back to the insurance issues.

3 I've said this before when I raised the estimation  
4 question, which drew total silence, none of you were  
5 interested in that. And I understand that I couldn't do  
6 estimation for distribution purposes because of 157(b)(5),  
7 absent consent, not something I'd want to do anyway.

8 So I don't know whether you have other ideas,  
9 whether you've shared those ideas with each other or not,  
10 how to get this case from where it is now, which as far as  
11 I'm concerned is nowhere, close to an exit from the  
12 bankruptcy court door. Much as I would regret to be the  
13 first bankruptcy judge to dismiss a Diocese case, that may  
14 well be. It can't go on the way it has.

15 MR. STANG: Your Honor --

16 THE COURT: Just a second.

17 MR. STANG: I'm sorry.

18 THE COURT: So let me come back to the insurance.  
19 So I do know from looking at the Penn State website, some of  
20 the cases have included settlements with some but not all  
21 insurers, some have not included any settlements with  
22 insurers. You know, that, it seems to me, requires on all  
23 of your sides some feeling of what's the likelihood of  
24 recovery, when, you know, no recovery. I mean, I know that  
25 the insurers have asserted various defenses to coverage.

1           So you may now, Mr. Stang, what the Diocese and  
2           the parishes, what pot they put together, but it leaves this  
3           giant question mark about insurance. I can't help you on  
4           that one.

5           Go ahead, Mr. Stang, I cut you off.

6           MR. STANG: Your Honor, in the Diocese of San  
7           Diego case, Debtor's counsel advocating before now-retired  
8           Judge Adler said the current values should be akin to what  
9           was paid in the Diocese of Davenport, and Judge Adler turned  
10          to Ms. Boswell and said, "But we have a view of the  
11          Pacific." Every case is different and one of those  
12          differences is that they have different assets.

13          And we believe that this is one of the wealthiest  
14          Diocese in the country. Every Diocese, usually in their  
15          opening, says we're the poorest Diocese in the country. I'd  
16          like to find the one that's actually the poorest. But we  
17          feel that the Long Island Diocese and its parishes have an  
18          ability to pay the values that we are advocating for in  
19          mediation. The insurers are the mediation parties. There  
20          have been mediation offers and counteroffers, and that's  
21          where I'll stop, not with everybody, some are more  
22          responsive than others, but they have not been left to  
23          decide.

24          In the Diocese of Rochester, the case in which we  
25          represent the committee, there is a settlement with at least

1 one carrier and there isn't a settlement with CNA and CNA  
2 has proposed its own plan in competition with the plan that  
3 the Diocese and the committee has presented, and we'll see  
4 how Judge Warren deals with that. I think there are some  
5 schedule orders that have come out and we'll have a  
6 confirmation hearing there sometime, you know, I think in  
7 the first quarter of next year. So we aren't prepared --

8 THE COURT: May I ask a question?

9 MR. STANG: Yes, sir.

10 THE COURT: Does the plan in that case include  
11 releases of the parishes?

12 MR. STANG: Yes, with projection to make sure that  
13 the insurance piece doesn't get messed up by virtue of those  
14 releases, but yes, it does. I think I can safely say it's  
15 not one that I do day to day, that it's for their non-  
16 insurance assets. They have protection for their non-  
17 insurance assets.

18 So I wanted -- you know, why is this case not  
19 settling and the others have. And I think our latest count  
20 is that our firm has represented committees in 17 cases that  
21 have settled, some of which had global settlements,  
22 including carriers; that was more the early model, we got  
23 everybody in. This latter model with the insurance  
24 companies being (indiscernible) intransigent is different  
25 and the Boys Scouts case is an example of that. We had

1 settling insurers and non-settling insurers and how the non-  
2 insurance cases are valued and handled by a trust is rough  
3 said or it's been known to at least in state court counsel  
4 in the BSA reorganization plan.

5 So, you know, why hasn't this case settled?  
6 Because we don't think they're trying hard enough. Given  
7 that we recognize, as I said at the beginning, they're not  
8 going out of the business, they're not going out as the  
9 bishop. And we've done a lot of valuations of claims; we've  
10 done a lot of valuations of the assets. We think we know  
11 what the picture size is, we think we know what the frame  
12 size is.

13 We have talked to the Diocese about how we think  
14 they can achieve the number that we are asking for. We've  
15 done that in mediation. You know, we have a disagreement as  
16 to whether that is viable (indiscernible).

17 That's all I have, Your Honor.

18 THE COURT: Thank you. Miss Ball.

19 MS. BALL: Thank you, Your Honor. I don't know  
20 whether to be happy or sad, but you seem to be losing sleep  
21 over this case almost as much as I am.

22 I have three things I want to say, but let me  
23 start with the most important. If we cannot build consensus  
24 on our post-mediation new offer never before made on or  
25 before October 31, we may have nowhere to go.

1 I say that, Your Honor, because the resources are  
2 not there. We took you quite seriously when you said  
3 October 31 as the deadline to either be in plan mode or  
4 prepare for the end. There is no more. However, Your Honor  
5 has --

6 THE COURT: If you'd like, I'll just say no plan  
7 October 31, the case gets dismissed.

8 MS. BALL: Your Honor, indeed, we have asked the  
9 Committee for their draft order.

10 THE COURT: I'm thinking about trying to think  
11 about is there some other --

12 MS. BALL: We have asked Committee twice.

13 THE COURT: -- something else that needs to be  
14 exhausted.

15 MS. BALL: All right, Your Honor, let's get to  
16 that, your idea of test cases. You know where a test case  
17 should be done? Under a plan, that's where they can and  
18 should be done on the same premise that you're talking about  
19 now, because the target of these claim valuations. You  
20 heard Mr. Stang, it's not the uninsured exposure, which by  
21 the way, we of course think we are covering, but let's not  
22 debate that; it's the claim values into the insurance,  
23 they're the targets. Fine, get us in plan mode, do the test  
24 case, we'll work with you but do it post-emergence.

25 Judge, there just is no more. I have to

1 underscore that. The reason Mr. Geremia suggested October  
2 31 on that fateful day in May was because we're running out  
3 of money, and we planned for getting through with this case.  
4 We can do it if we're out by early 2024, which is why we  
5 have said and we're focused on the deadline of October 31.  
6 I think you're right; we did want all claims to know our  
7 post-mediation offer because we thought the end was in  
8 sight. I don't think that that has changed.

9 But by the same token, we are very open to test  
10 cases in the context of a post-emergence trial strategy. It  
11 can be done; it was discussed. It was proposed by the  
12 creditor's committee in Camden; it ultimately didn't happen.  
13 But that's where that strategy belongs because the target is  
14 in the insurers.

15 The claim valuations that we have, we look around,  
16 we are doing all that we can without having to close  
17 schools, close churches, and sell.

18 THE COURT: What do you do if there are test cases  
19 that result, hypothetically, in a \$2 million compensatory  
20 damages and \$5 million punitive damages, which is not  
21 insurable.

22 MS. BALL: It's also not allowable in bankruptcy.

23 THE COURT: You're talking about -- I'm talking  
24 about test cases in state court, whether it's pre- or post-  
25 confirmation.

1 MS. BALL: I would assume the trust distribution  
2 procedures, if we were to do it as we take your idea as I  
3 suggest, it would not the issue, the 2 million would be  
4 there.

5 THE COURT: If there are test -- all right. You  
6 say post-confirmation.

7 MS. BALL: That's right.

8 THE COURT: If it's pre-confirmation and the stay  
9 is lifted and case goes to a jury and they return some mega  
10 million dollar punitive damage award with a large  
11 compensatory damage award, you've just seen the insurance go  
12 out the door for the punitive damages.

13 MS. BALL: And for the claimants, Your Honor.

14 THE COURT: And there is a, you know, unsettled  
15 issue, let me put it that way, in bankruptcy, whether or not  
16 punitive damages are recoverable. Clearly in a Chapter 7  
17 case in an insolvent debtor case, they're not, but in a  
18 Chapter 11 case, not so clear. I have an opinion that said  
19 you can't recover them in the Chapter 11 case, but I think  
20 there's a split in authority on that.

21 MS. BALL: Fair enough, Your Honor. But in this,  
22 Professor Reilly tells us, there are 36 Diocese cases. In  
23 those that have confirmed plans, most of the trust  
24 procedures deal with this issue. So again, the idea -- and  
25 that's why we made --



1 THE COURT: But you can't get to an agreement with  
2 the Committee.

3 MS. BALL: Well, that's why we made a minimum  
4 consideration offer to each claimant in this case, and we  
5 believe they deserve to know what our offer is if, indeed,  
6 we're facing the end. That offer was never made prior to  
7 our letter of October 19th.

8 Your Honor's question of resources. There is no  
9 more and it should come as no surprise to you that people  
10 are thinking of conserving whatever little resources they  
11 have left for the alternative scenarios, which could be as  
12 dreadful as you just outlined. We understand, but there is  
13 no more. We can't last; we can't continue to fund the case.

14 So I would urge the parties to try to build  
15 consensus around our post-mediation offer and graft on the  
16 test cases, because we agree with Your Honor, the main show  
17 here is the insurance.

18 Your Honor will read in our letter, most of the  
19 cash we're getting is borrowed. We are out -- as Your Honor  
20 knows, you've helped us with some the NDAs; we are out doing  
21 everything we can. But just drumming up donors, for  
22 instance, is an idea that was floated. It's just feasible  
23 for a plan.

24 So I think, sad as it is, I guess we have seven  
25 days, seven or eight days left to see if we can move towards

1 consensus and build on your test case theory as a post-  
2 confirmation option because we cannot afford to stay here  
3 while you test cases -- well, not you, Your Honor.

4 THE COURT: I'm not going to test cases.

5 MS. BALL: I know, I did not mean to put that  
6 burden on you -- while these cases are prosecuted, can't do  
7 it.

8 With that, Your Honor, I would ask if you have any  
9 other questions.

10 THE COURT: Has the District Court in the Southern  
11 District ever ruled on your --

12 MS. BALL: Not yet, Your Honor. But as you can  
13 imagine, I think you're going to see references to that kind  
14 of motion in many amicus briefs being filed this Friday in  
15 Purdue, as clearly demonstrating an intent that things like  
16 that could be done and district courts could grant those  
17 releases. But as far as I know, I think she's awaiting the  
18 outcome. Judge Schoenfeld -- forgive me -- is awaiting the  
19 outcome of December 31.

20 THE COURT: October 31.

21 MS. BALL: Oh, sorry.

22 THE COURT: December 31, the supreme court.

23 MS. BALL: I am not asking for an extension, not  
24 by any stretch.

25 THE COURT: It may get argued in December, but I

1 don't expect it to be decided until the spring, maybe come  
2 to the term.

3 MS. BALL: I think that's probably -- well, we'd  
4 like to be out. We'd like to have claimants paid.

5 THE COURT: I see that the Boy Scouts --

6 MS. BALL: We'd like to pay them a lot on the  
7 effective date; that's where we all want to be. And that  
8 way, test cases can test the insurance, which is the true  
9 target of test cases, while claimants don't have to wait for  
10 even longer periods of time.

11 So we would urge people to think about that and  
12 thank Your Honor for what we thought was the end date of  
13 October 31.

14 THE COURT: Well, what I understand you to be  
15 saying is you don't have any alternatives to suggest to the  
16 Court to reach some agreement with the Committee before  
17 October 31. Or, you know, an alternative going forward -- I  
18 didn't expect you're going to have a signed deal on October  
19 31 and I never said that.

20 MS. BALL: You didn't?

21 THE COURT: But if I'm understanding you  
22 correctly, the Diocese is only willingness to consider the  
23 test case mode is in the context of a confirmed plan.

24 MS. BALL: We can't afford it.

25 THE COURT: All right.

1 MS. BALL: We can't afford it, Your Honor.

2 THE COURT: Are there any other -- I don't  
3 necessarily expect it today, but certainly within the next  
4 week. If there any other alternatives that any of the  
5 parties interest wish to put forward to dismissal -- I don't  
6 have a dismissal motion in front of me, but it can't be long  
7 in coming -- I'm open to considering it more so hoping that  
8 you will all consider it.

9 The one thing that I haven't moved one iota from  
10 is this case can't go on the way it has been. And with  
11 great reluctance that I -- and I have no regrets for having  
12 done it -- asked you all for a date, got the October 31  
13 date, and I meant it, unless you all come to some construct  
14 to get this case beyond October 31. I mean, the motion is  
15 going to have to be on regular notice and all that, so now  
16 I'm not sure. It isn't like I automatically sign some order  
17 on October 31 dismissing the case, but...

18 Does anybody have anything they want to add? Mr.  
19 Zipes?

20 MR. ZIPES: Your Honor, Greg Zipes with the U.S.  
21 Trustee's Office.

22 I have no great insights into what should be done  
23 here, except that one possibility that the parties have been  
24 talking about is third-party contributions and releases.  
25 And the Purdue case does seem large, but one way to avoid

1 Purdue issues is possibly to have opt-ins rather than opt-  
2 outs; that's just a possibility for --

3 THE COURT: Well, when I -- Mr. Zipes, when I  
4 looked at the landscape of confirmed cases, they typically  
5 included third-party non-debtor releases. And I actually  
6 asked someone who had something to do with one of the cases  
7 elsewhere and I ask about it and he said there were no  
8 objections. No one has suggested -- I don't think it's been  
9 suggested in Purdue -- that consensual releases can't be  
10 granted.

11 MR. ZIPES: Correct.

12 THE COURT: And at least as the law stands in this  
13 circuit for now, non-consensual releases that satisfy the  
14 factors the Second Circuit set forth in Purdue, and the Boy  
15 Scouts seems to have tried to have skirt under it all by  
16 getting a plan that's substantially consummated before some  
17 other appellate court can get to it.

18 MR. ZIPES: And, Your Honor --

19 THE COURT: Go ahead, Mr. Zipes.

20 MR. ZIPES: I'm sorry, Your Honor. I was just --  
21 when I'm talking about opt-in, it might be too much insider  
22 baseball for everybody.

23 THE COURT: I keep ruling against your office on  
24 opt-in.

25 MR. ZIPES: Your Honor, I understand that, but I'm

1 just saying to avoid -- that is a possibility is to do it  
2 consensually. I mean, that is --

3 THE COURT: Well, it leaves -- I don't know what  
4 it leaves open.

5 MR. ZIPES: But, Your Honor, I did want to also  
6 address, if I could, on the insurance issues, and there was  
7 a specific issue in this case relating to disclosure and  
8 there is discovery taking place in that regard. And it  
9 would be helpful from my office's perspective, nothing  
10 confidential obviously, but just to get a general update on  
11 that.

12 THE COURT: I'm not sure what you're talking  
13 about. I don't know -- I got lots of things on my calendar  
14 at the moment. I have no idea what you're talking about.

15 MR. ZIPES: Okay. Your Honor, I can address that  
16 separately, so I'll do that.

17 THE COURT: Okay. Anybody else wish to be heard?

18 MR. STANG: Your Honor, on process --

19 THE COURT: You have to give your name, Mr. Stang.  
20 You have to identify yourself whenever you...

21 MR. STANG: I apologize. James Stang for the  
22 Committee.

23 Your Honor, we are not going to file a motion to  
24 dismiss before October 31st. My take from your comments is  
25 that you will want the Committee to -- absent a stipulation

1 by the Debtor and presentment of an offer, you would want  
2 the Committee to file a new motion.

3 THE COURT: Yes.

4 MR. STANG: Okay. Wanted to be clear about that  
5 and --

6 THE COURT: I never contemplated a sua sponte  
7 dismissal, let me put it that way.

8 MR. STANG: Got it. So, Your Honor, I think  
9 there's a hearing scheduled for November 2, or at least  
10 maybe chambers indicated there was availability. Perhaps it  
11 would make sense for us to reconvene on the 2nd and see what  
12 happened on the 31st?

13 MS. BALL: Your Honor, I think there's a hearing  
14 on the 31st on the matter that Mr. Zipes described.

15 THE COURT: Okay.

16 MS. BALL: Would that be adjourn date as well?

17 THE COURT: There's a hearing at 2:00.

18 MS. DINE: The adjourn date wasn't actually until  
19 November 20th, so no. When we had looked at the calendar,  
20 the 31st was no longer on the Court's calendar, so we should  
21 confirm whether that date is available.

22 MS. BALL: We should confer.

23 THE COURT: Give me a moment, let me look. The  
24 one thing that has changed on my calendar, I had a lengthy  
25 trial starting on November 1st. One group of defendants

1 settled and it was the remaining group and the trial start  
2 date has been adjourned to November 6th, so there are  
3 invariably dates that remain open because I moved the trial  
4 from November 1st to November 6th.

5 Give me a second.

6 MS. BALL: I believe 31st was one of the omnibus  
7 dates that chambers had given us.

8 THE COURT: Yeah. I think there's a 2:00.

9 MS. BALL: Yes.

10 THE COURT: Just bear with me a second, so decide  
11 if we want to do it. For some reason, this is frozen.  
12 Everybody sit still. I'll be back in a minute. Don't get  
13 up when I come back in. Let me just see what my calendar  
14 looks like.

15 Well, I could hear this matter again at 2:00 on  
16 Wednesday, November 1st, or the 2nd is wide open. I have  
17 something in the morning on November 1st, but the 2nd is  
18 wide open. I don't want to just have a session to wring my  
19 hands again, you know. Tell me what you'd like. Mr. Stang.

20 MR. STANG: Either date is fine, Your Honor. I  
21 think it will be a quick report because you're right, we'll  
22 be ready to either file a motion to dismiss or some  
23 alternative. Given the outcome of today's hearing, we have  
24 to discuss that with our client, but the 1st at 2:00 p.m. is  
25 fine. But I agree, we're not going to turn this into a what



1 do we do now hearing.

2 THE COURT: Is the Debtor available on Wednesday,  
3 November 1st at 2:00 p.m.?

4 MS. BALL: Yes, Your Honor.

5 THE COURT: We'll add it to the calendar.

6 MS. BALL: Thank you.

7 THE COURT: You know, with so many good, creative  
8 lawyers, I find it difficult to believe that you can't find  
9 a way to deal -- I don't underestimate the difficulty here.  
10 Let me spare everybody what I have to say. Think out of the  
11 box.

12 Let me ask this. In those cases where the  
13 insurers have not settled, what's happened post-confirmation  
14 in those cases that confirmed where insurance went into a  
15 trust or whatever?

16 MR. STANG: Your Honor, James Stang for the  
17 Committee.

18 There haven't been a lot of them that have really  
19 into a serious lapse of times to the confirmation. In a  
20 case called the Christian Brothers of Ireland, it wasn't an  
21 insurance company that was the target post-confirmation, it  
22 was the Archdiocese of Seattle because it had an affiliation  
23 with one of the Christian Brothers schools or childcare  
24 facilities. And it was very successful in terms extracting  
25 that, but it was a very different scenario because the

1 Archdiocese of Seattle was not in the financial condition  
2 that Arrowood is and, of course, it didn't have the same  
3 kinds of coverage defenses.

4 And so, when we look at a budget for what could  
5 happen post-confirmation in a scenario that Miss Ball is  
6 describing, we have significant costs associated with  
7 prosecuting that in terms of the coverage actions because  
8 we're not as a settlement trust -- I say we -- the  
9 settlement trust obviously is not doing the underlying state  
10 court actions.

11 But there's also the issue of Diocese expenses.  
12 She has talked about how they are at the end of their  
13 resources. Their involvement would be significant and would  
14 not come for free.

15 So the answer to your question is we don't have a  
16 lot of track record for the ones where there have been  
17 insurance companies left out. And the one that I can think  
18 of that's analogous, I don't think is all that analogous.

19 MS. BALL: Your Honor, if I may. I think --

20 THE COURT: Could you come up to the podium, Miss  
21 Ball. Thank you.

22 MS. BALL: Thank you. Corinne Ball for Jones Day.  
23 Boy Scouts is another model. As you know, we have reached  
24 out to state court counsel to talk about all the things  
25 you're raising. And in that model, and I know it's one that

1 Mr. Stang is familiar with, there is a sharing of  
2 compensation awarded in those test cases between the  
3 plaintiffs and the settlement trust, but they have managed  
4 to do it.

5 But in terms of sharpening our pencils and being  
6 creative, I remind Your Honor you already helped us. We do  
7 have a lender in the wings, Global Resolution, to cover this  
8 Arrowood hole in expense in the interim. We have tried to  
9 be creative and we will, at least for the next nine days,  
10 continue to do so.

11 But I think that's probably the most recent  
12 example of settling insurance, non-settling insurance going  
13 forward. And we have the benefit because many of our state  
14 court counsel in this case are on the advisory committee in  
15 Boy Scouts, so I am sure they would -- if we can reach a  
16 construct on our last offer, I am sure we would get the  
17 benefit of their thinking as to how they might improve on  
18 what was done in Boy Scouts. They definitely shared with us  
19 they have some thoughts about how that might move forward  
20 better because you may recall, it took almost two years to  
21 even get minimum distributions made, the 3500 per claimant.

22 So, Your Honor, that's out there as well. And  
23 again, creative people do find way when they're dedicated to  
24 it.

25 THE COURT: Last comment I would make is that

1 certainly, the Committee can certainly file its motion to  
2 dismiss after October 31. But if there are some renewed  
3 constructive talks, you could all informally agree to  
4 forebear on filing your motion while you actually explored  
5 whether there is a viable construct that could help bridge  
6 the gaps where you are. That's in your court, not mine.

7 I will see you at 2:00 on November 1st for another  
8 hybrid hearing, okay?

9 All right, we're adjourned. Thank you very much.

10 MS. BALL: Thank you, Your Honor.

11 MR. STANG: Thank you, Your Honor.

12 (Whereupon these proceedings were concluded at  
13 3:29 PM)

14

15

16

17

18

19

20

21

22

23

24

25

C E R T I F I C A T I O N

I, Sonya Ledanski Hyde, certified that the foregoing  
transcript is a true and accurate record of the proceedings.



Sonya Ledanski Hyde

Veritext Legal Solutions

330 Old Country Road

Suite 300

Mineola, NY 11501

Date: October 25, 2023

[& - 500]

Page 1

<b>&amp;</b>	<b>20-12345</b> 1:3	<b>2496</b> 2:14,18	<b>2596</b> 2:15,19
<b>&amp;</b> 5:10 13:16 29:11	<b>200</b> 34:24,25 35:11	3:13,20 4:3,7 4:11	3:8,14,21 4:4,8 4:12
<b>0</b>	<b>201</b> 7:17	<b>2497</b> 4:3,7	<b>2:00</b> 55:17 56:8
<b>02109</b> 5:6	<b>2016</b> 15:5,12 15:14	<b>2498</b> 2:14,18 3:13,20 4:11	56:15,24 57:3 60:7
<b>1</b>	<b>2020-2006749</b> 5:4	<b>2499</b> 4:3	<b>2:01</b> 1:17
<b>1</b> 24:20	<b>2023</b> 1:16	<b>25</b> 61:25	<b>2nd</b> 55:11
<b>10</b> 6:10	24:23 61:25	<b>250</b> 5:19	56:16,17
<b>100</b> 5:5 35:1	<b>2024</b> 17:20 47:4	<b>2540</b> 2:4	<b>3</b>
<b>10004</b> 1:14	<b>2026</b> 16:13,14 16:19	<b>2542</b> 2:4 11:9	<b>3</b> 20:10
<b>10014</b> 7:18	<b>20th</b> 24:13 55:19	<b>2548</b> 2:10 13:13	<b>30</b> 25:6
<b>10017</b> 5:13	<b>21</b> 24:23	<b>2549</b> 2:10	<b>300</b> 61:22
<b>1006</b> 7:17	<b>217-59</b> 7:10	<b>2551</b> 2:10	<b>31</b> 25:1,8,15
<b>10100</b> 6:17	<b>23</b> 1:16	<b>2552</b> 2:10	45:25 46:3,7
<b>10281</b> 5:20	<b>2478</b> 2:14	<b>2573</b> 2:14,18 3:8,13,20 4:3,7 4:11	47:2,5 50:19
<b>11</b> 18:16 48:18 48:19	<b>2479</b> 2:17	<b>2575</b> 2:15,19 3:8,13,20 4:4,7 4:11	50:20,22 51:13
<b>11361</b> 7:11	<b>2480</b> 3:7	<b>2577</b> 2:15,19 3:8,13,20 4:4,7 4:12	51:17,19 52:12
<b>11501</b> 61:23	<b>2482</b> 3:13	<b>2578</b> 4:7	52:14,17 60:2
<b>11556</b> 6:4	<b>2483</b> 3:20	<b>2579</b> 2:15,19 3:8,14,21 4:4,7 4:12	<b>31st</b> 40:15,16
<b>1201</b> 6:3	<b>2484</b> 4:3	<b>2590</b> 2:1	41:18 54:24
<b>12151</b> 61:7	<b>2487</b> 4:7	<b>2592</b> 2:15,19 3:8,14,21 4:4,8 4:12	55:12,14,20 56:6
<b>1300</b> 6:17	<b>2488</b> 2:14,18 3:7,13,20 4:11	<b>2595</b> 2:15,19 3:8,14,21 4:4,8 4:12	<b>330</b> 61:21
<b>157</b> 42:6	<b>2489</b> 3:7		<b>34th</b> 5:12
<b>16</b> 14:1,2	<b>2491</b> 2:14,14 2:18,18 3:7,13 3:20 4:3,11		<b>3500</b> 59:21
<b>17</b> 36:22 44:20	<b>2492</b> 2:14,18 3:7,13,20 4:7 4:11		<b>36</b> 48:22
<b>19th</b> 24:14 49:7	<b>2493</b> 4:10		<b>38</b> 19:23
<b>1st</b> 26:25 55:25 56:4,16,17,24 57:3 60:7			<b>3:29</b> 60:13
<b>2</b>			<b>4</b>
<b>2</b> 47:19 48:3 55:9			<b>4</b> 20:10
<b>20</b> 14:6			<b>403</b> 7:3
			<b>5</b>
			<b>5</b> 42:6 47:20
			<b>500</b> 7:3

[53703 - agree]

Page 2

<b>53703</b> 6:11	<b>90383</b> 3:3	<b>acres</b> 14:1,2	<b>advancing</b>
<b>6</b>	<b>90385</b> 3:4	<b>action</b> 11:22	23:7
<b>600</b> 6:10	<b>90391</b> 3:2	33:25	<b>adversely</b>
<b>6th</b> 5:5 56:2,4	<b>90397</b> 3:4	<b>actions</b> 19:10	11:17
<b>7</b>	<b>90406</b> 3:12	32:8 33:21	<b>advice</b> 36:8
<b>7</b> 48:16	<b>90426</b> 3:12	58:7,10	<b>advise</b> 12:25
<b>75</b> 31:10,16	<b>90472</b> 3:2	<b>actual</b> 24:25	<b>advised</b> 13:2
<b>780</b> 5:12	<b>90507</b> 2:13	<b>actually</b> 28:24	<b>advisory</b> 59:14
<b>8</b>	<b>90554</b> 3:12	31:23 34:25	<b>advocating</b>
<b>80</b> 14:4	<b>90555</b> 3:12	39:9 43:16	43:7,18
<b>9</b>	<b>90556</b> 3:12	53:5 55:18	<b>affect</b> 11:17
<b>90033</b> 3:19	<b>98104</b> 7:4	60:4	<b>affected</b> 21:5
<b>90034</b> 3:19	<b>a</b>	<b>adam</b> 8:22	31:10
<b>90044</b> 3:19	<b>a.w.</b> 9:12	9:22	<b>affiliate's</b>
<b>90060</b> 3:18	<b>aaron</b> 8:25	<b>add</b> 52:18 57:5	30:22
<b>90066</b> 3:18	<b>ability</b> 26:20	<b>address</b> 17:15	<b>affiliates</b> 32:13
<b>90067</b> 6:18	43:18	39:17 40:21	32:18,23 37:8
<b>90068</b> 3:18	<b>able</b> 37:11	54:6,15	<b>affiliation</b>
<b>90111</b> 4:6 7:2	<b>absent</b> 42:7	<b>addressing</b>	57:22
23:19	54:25	29:23	<b>afford</b> 50:2
<b>90161</b> 3:17	<b>abundance</b>	<b>adequate</b>	51:24 52:1
<b>9019</b> 2:6	20:2 22:19	32:11	<b>afternoon</b> 11:3
<b>90209</b> 3:3	<b>abuse</b> 4:3 14:5	<b>adjourn</b> 55:16	11:4,12,13
<b>90219</b> 3:7	25:22 30:13	55:18	13:15 18:5
<b>90220</b> 3:11	36:11 41:22	<b>adjourned</b>	19:6
<b>90232</b> 3:12	<b>accepted</b> 31:15	56:2 60:9	<b>agenda</b> 11:6
<b>90242</b> 3:6	34:19	<b>adler</b> 43:8,9	<b>aggregate</b>
<b>90294</b> 3:6	<b>accounting</b>	<b>admission</b>	25:21 26:5,18
<b>90304</b> 3:6	31:2	32:25	<b>aggressive</b>
<b>90329</b> 3:5	<b>accurate</b> 31:7	<b>admissions</b>	34:22
<b>90336</b> 3:5	61:4	32:24	<b>ago</b> 32:5
<b>90354</b> 3:5	<b>achieve</b> 45:14	<b>adrian</b> 10:6	<b>agree</b> 20:18
<b>90364</b> 3:5	<b>achieved</b> 25:14	<b>advanced</b>	21:3,6,18,19
<b>90373</b> 3:4	<b>achieving</b> 23:8	33:15	21:25 22:17
<b>90378</b> 3:12	<b>acknowledged</b>	<b>advancements</b>	23:5 35:5 38:2
	23:12	33:14	38:17 39:3
			49:16 56:25

[agree - automatically]

Page 3

<p>60:3  <b>agreeable</b>  37:25  <b>agreed</b> 14:3  21:12  <b>agreement</b> 2:8  16:13,16,18  18:17 24:22  26:3,23 28:19  33:16 49:1  51:16  <b>ahead</b> 11:10  22:21 24:4  36:19,24 39:21  43:5 53:19  <b>akin</b> 43:8  <b>allard</b> 7:23  <b>allowable</b>  47:22  <b>allowance</b>  11:16  <b>allowed</b> 12:4  <b>alternative</b>  29:5 49:11  51:17 56:23  <b>alternatives</b>  28:11 51:15  52:4  <b>amala</b> 4:6 7:1,6  23:18,19 24:6  35:20 37:1,13  37:15,15 39:15  <b>amend</b> 12:9  <b>american</b> 41:2  <b>amicus</b> 50:14  <b>amount</b> 16:2  26:5,11 29:14</p>	<p>30:23 31:21  <b>analogous</b>  58:18,18  <b>andrew</b> 3:11  8:7 9:20 10:12  <b>angeles</b> 6:18  <b>ann</b> 9:1  <b>anne</b> 10:1  <b>announce</b>  24:23  <b>answer</b> 34:4  58:15  <b>anticipate</b>  19:17  <b>anybody</b> 11:10  13:5 18:3,22  52:18 54:17  <b>anything's</b>  26:16  <b>anyway</b> 40:2  42:7  <b>apologize</b>  23:18 54:21  <b>apparently</b>  34:16  <b>appeal</b> 12:18  12:21 13:1  28:15,16  <b>appealing</b>  12:12  <b>appeals</b> 12:17  <b>appeared</b>  34:15  <b>appearing</b>  30:18  <b>appellate</b>  28:16 53:17</p>	<p><b>applicable</b>  22:6  <b>applied</b> 16:3  27:15  <b>appreciate</b>  29:24  <b>approach</b>  33:10  <b>appropriate</b>  14:24  <b>approval</b> 18:10  <b>approve</b> 15:22  <b>approved</b>  18:23  <b>approving</b> 2:8  <b>approximately</b>  13:25  <b>archdiocese</b>  57:22 58:1  <b>argue</b> 13:14  19:4 22:24  <b>argued</b> 50:25  <b>arielle</b> 8:15  <b>arrowood</b> 32:5  32:5 58:2 59:8  <b>arrowood's</b>  26:20  <b>asked</b> 25:4,5  25:19 30:7  38:15,25 46:8  46:12 52:12  53:6  <b>asking</b> 24:11  41:19 45:14  50:23  <b>aspects</b> 30:24</p>	<p><b>assert</b> 22:7  <b>asserted</b> 18:20  42:25  <b>asserting</b> 20:24  <b>assess</b> 40:15  <b>assets</b> 26:10,14  43:12 44:16,17  45:10  <b>assist</b> 23:8  <b>associated</b> 37:5  58:6  <b>assume</b> 15:22  15:23 17:22  26:3 34:12  48:1  <b>assuming</b>  30:18 36:2  <b>attached</b> 20:9  24:15  <b>attempts</b> 27:9  <b>attend</b> 34:15  <b>attention</b> 29:21  30:1  <b>attorney</b> 2:4  5:4 12:24 13:3  <b>attorneys</b> 5:11  5:18 6:2,9,16  7:2,9,16  <b>authority</b>  48:20  <b>authorized</b>  24:18  <b>automatic</b>  19:12  <b>automatically</b>  52:16</p>
--	--	---	--



[availability - calendar]

Page 4

<b>availability</b> 55:10 <b>available</b> 55:21 57:2 <b>avenue</b> 5:12 <b>average</b> 30:25 31:6 <b>avoid</b> 23:10 52:25 54:1 <b>awaiting</b> 50:17 50:18 <b>award</b> 48:10 48:11 <b>awarded</b> 59:2 <b>aware</b> 20:6 38:5	51:3,6,20,24 52:1 55:13,16 55:22 56:6,9 57:4,6 58:5,19 58:21,22,22 60:10 <b>bankruptcies</b> 39:13 <b>bankruptcy</b> 1:1,12,23 2:7 27:9,11 35:7 35:13 39:12 42:12,13 47:22 48:15 <b>bare</b> 31:11 <b>baseball</b> 53:22 <b>basic</b> 11:6 <b>basically</b> 38:1 <b>basis</b> 22:1 36:4 36:14 <b>battle</b> 38:21 <b>bayside</b> 7:11 <b>bear</b> 56:10 <b>beautiful</b> 13:22 <b>becoming</b> 36:10 <b>beginning</b> 25:7 45:7 <b>behalf</b> 2:13 3:2 3:11,17 4:2,6 13:16 17:18 19:4 30:14 <b>believe</b> 11:16 13:23 16:1,10 16:11,12,20 29:19 37:17 43:13 49:5	56:6 57:8 <b>believes</b> 38:11 <b>belongs</b> 47:13 <b>belts</b> 32:19 <b>benefit</b> 59:13 59:17 <b>benjamin</b> 10:4 <b>berringer</b> 7:24 <b>best</b> 32:10 41:4 <b>better</b> 27:8 28:1 36:18 59:20 <b>beyond</b> 52:14 <b>big</b> 31:20 39:4 <b>bigger</b> 32:12 38:23 39:8 <b>billions</b> 31:23 <b>bishop</b> 45:9 <b>biswas</b> 10:7 <b>blocks</b> 25:18 26:23 <b>blvd</b> 6:17 <b>bodnarek</b> 7:25 <b>boom</b> 36:21 <b>borrowed</b> 49:19 <b>boston</b> 5:6 <b>boswell</b> 43:10 <b>bought</b> 17:11 <b>bowling</b> 1:13 <b>box</b> 57:11 <b>boy</b> 51:5 53:14 58:23 59:15,18 <b>boys</b> 44:25 <b>brenda</b> 10:6 <b>brett</b> 9:9	<b>bridge</b> 60:5 <b>briefs</b> 50:14 <b>bring</b> 17:19 <b>brings</b> 23:16 24:8 <b>brittany</b> 9:5 <b>bross</b> 3:17 8:1 <b>brothers</b> 57:20 57:23 <b>bsa</b> 45:4 <b>bucheit</b> 8:2 <b>budget</b> 58:4 <b>build</b> 45:23 49:14 50:1 <b>buildings</b> 14:3 <b>bunin</b> 8:3 <b>burden</b> 50:6 <b>burns</b> 6:8,13 19:6,7,16,19 19:22 20:2,21 21:1,4,11,19 22:3,9,12,19 22:21,22 36:17 <b>business</b> 45:8 <b>buyer</b> 17:7 <b>buying</b> 17:10
<b>b</b>			<b>c</b>
<b>b</b> 1:21 7:24 8:12 10:4 31:23 42:6 <b>back</b> 18:21 24:25 29:16,25 35:13 38:10 40:12,16 42:2 42:18 56:12,13 <b>background</b> 16:24 39:23 <b>bair</b> 6:8 <b>ball</b> 5:22 6:1 17:3,3,8,10,15 17:21,23 18:2 18:6 23:1,5,15 35:25 45:18,19 46:8,12,15 47:22 48:1,7 48:13,21 49:3 50:5,12,21,23			<b>c</b> 5:1 8:24 11:1 30:10 61:1,1 <b>ca</b> 6:18 <b>cakewalk</b> 32:1 32:4 <b>calendar</b> 11:8 13:12 54:13 55:19,20,24 56:13 57:5

<b>calhoun</b> 8:4	<b>cases</b> 27:15,16	31:24 33:20	<b>claimant</b> 2:13
<b>call</b> 34:14	27:17,19,20,23	40:12,15 52:3	3:2,3,3,3,3,4,4
40:11,19	27:25 28:24,24	60:1,1	3:4,5,5,5,6,6,6
<b>called</b> 30:8	30:13 33:4,9	<b>certified</b> 61:3	3:7,17,18,18
57:20	33:10,19,21,22	<b>chambers</b>	3:18,18,19,19
<b>camdem</b> 30:14	33:23,23 34:1	55:10 56:7	4:6 5:4 7:2
<b>camden</b> 30:15	34:6,11,17,20	<b>chances</b> 33:12	23:19 49:4
47:12	34:20,25 35:6	<b>changed</b> 47:8	59:21
<b>camera</b> 35:20	35:9,9,11,11	55:24	<b>claimants</b> 3:11
<b>carrier</b> 39:5,6	35:12 36:9,12	<b>channeled</b> 31:5	19:21,25 20:12
44:1	36:13,13 37:2	<b>chapter</b> 18:15	20:19,24 21:8
<b>carriers</b> 32:7	37:24 38:11,16	48:16,18,19	22:1 23:13,24
44:22	38:19,19,22	<b>charles</b> 8:12	37:16 41:22
<b>case</b> 1:3 12:4	39:2,7,8,11,25	9:10	48:13 51:4,9
12:13 14:9,10	40:7 41:1,11	<b>charlton</b> 10:8	<b>claims</b> 12:16
14:19 15:8,18	41:14,19 42:1	<b>checks</b> 37:7	14:22 18:20
15:23 17:22	42:20 44:20	<b>chelsie</b> 10:3	21:10 22:7,13
18:16,18 25:19	45:2 46:16	<b>child</b> 36:11	22:17 25:22
26:5,7 27:5,6	47:10,18,24	<b>childcare</b>	26:5 27:8
27:10 28:7,11	48:22 49:16	57:23	29:14 30:23
29:6 30:14	50:3,4,6 51:8,9	<b>chris</b> 9:14	31:3,3,8,9
31:25 32:22	53:4,6 57:12	<b>christian</b> 57:20	35:15 45:9
35:7,21 36:7	57:14 59:2	57:23	47:6
37:14 39:2,4	<b>cash</b> 49:19	<b>churches</b> 47:17	<b>claire</b> 8:8
40:25 41:3,22	<b>cassidy</b> 8:5	<b>cinching</b> 32:19	<b>claro</b> 30:8,12
41:25 42:10,13	<b>catalina</b> 9:25	<b>circles</b> 26:9,13	30:18,19
43:7,11,24	<b>cate</b> 8:6	35:14	<b>cleaner</b> 39:22
44:10,18,25	<b>catholic</b> 1:7	<b>circuit</b> 53:13	<b>clear</b> 20:13
45:5,21 46:7	<b>cause</b> 2:3	53:14	24:1 28:12
46:16,24 47:3	<b>caution</b> 20:3	<b>circumstances</b>	48:18 55:4
48:9,17,17,18	22:20	32:10	<b>clearly</b> 48:16
48:19 49:4,13	<b>cave</b> 24:18	<b>ciriello</b> 8:7	50:15
50:1 51:23	<b>centre</b> 1:7	<b>claim</b> 11:15,20	<b>client</b> 11:18,19
52:10,14,17,25	<b>certain</b> 30:24	11:25 12:7,19	12:11,18,24,25
54:7 57:20	<b>certainly</b> 24:16	22:13 30:12,24	13:1,2,3 56:24
59:14	26:11,19 27:3	31:5 46:19,22	<b>client's</b> 11:25
	27:21 28:9	47:15	12:19

[close - control]

Page 6

<b>close</b> 25:15 42:11 47:16,17 <b>closer</b> 41:18 <b>closes</b> 18:15 <b>closing</b> 17:5 18:12 <b>cna</b> 44:1,1 <b>cochran</b> 7:1 <b>cognizant</b> 38:8 <b>collective</b> 26:14 <b>collectively</b> 28:18 41:25 <b>columbia</b> 7:3 <b>come</b> 17:24 26:2,13 28:1 28:19 29:25 35:13 39:9 40:16 42:2,18 44:5 49:9 51:1 52:13 56:13 58:14,20 <b>comfortable</b> 23:6 <b>coming</b> 26:23 52:7 <b>comment</b> 37:2 39:24 59:25 <b>comments</b> 29:18 37:21,21 37:23 54:24 <b>committee</b> 2:9 5:11 6:9,16 13:14,16,17 17:17 19:3,5,7 20:3,13 21:23 23:12,24 25:5	25:6,12,25 26:3,24 27:19 29:12 30:8,15 30:15 40:12 43:25 44:3 46:9,12 47:12 49:2 51:16 54:22,25 55:2 57:17 59:14 60:1 <b>committee's</b> 15:21 31:13 <b>committees</b> 44:20 <b>common</b> 28:24 <b>companies</b> 21:20 22:14 39:3,9 44:24 58:17 <b>company</b> 30:8 57:21 <b>compensation</b> 59:2 <b>compensatory</b> 47:19 48:11 <b>competition</b> 44:2 <b>completely</b> 21:6 <b>concept</b> 33:19 35:22 36:7 37:14 40:16 <b>conception</b> 6:2 <b>concern</b> 20:21 <b>concerned</b> 42:11	<b>concluded</b> 60:12 <b>condition</b> 58:1 <b>confer</b> 55:22 <b>conference</b> 2:1 23:17 24:9 37:17 <b>conferences</b> 34:16 <b>confidential</b> 54:10 <b>confirm</b> 23:21 24:7 55:21 <b>confirmation</b> 44:6 47:25 48:6,8 50:2 57:13,19,21 58:5 <b>confirmed</b> 15:19,24 16:4 41:15 48:23 51:23 53:4 57:14 <b>connection</b> 26:21 <b>consensual</b> 24:24 25:18 31:5 36:4 53:9 53:13 <b>consensually</b> 54:2 <b>consensus</b> 45:23 49:15 50:1 <b>consent</b> 42:7 <b>conserving</b> 49:10	<b>consider</b> 33:20 51:22 52:8 <b>consideration</b> 49:4 <b>considering</b> 27:22 52:7 <b>consistent</b> 31:25 <b>construct</b> 52:13 59:16 60:5 <b>constructive</b> 60:3 <b>consultation</b> 27:19 <b>consummated</b> 53:16 <b>contacting</b> 27:22 <b>contemplated</b> 14:16 15:3 55:6 <b>contested</b> 19:2 <b>context</b> 37:2 47:10 51:23 <b>continue</b> 32:21 32:25 33:1 49:13 59:10 <b>continued</b> 14:3 <b>contracts</b> 17:6 17:13,16 18:9 <b>contribute</b> 15:10 26:12 <b>contributions</b> 52:24 <b>control</b> 19:11 21:23 22:1
--	---	--	--

[coordinating - debtor's]

Page 7

<b>coordinating</b> 27:23	14:25 15:2,7 15:12,16,22	53:23 54:3,12 54:17,19 55:3	<b>damages</b> 47:20 47:20 48:12,16
<b>corbett</b> 7:10	16:5,8,14,19	55:6,15,17,23	<b>daniel</b> 2:13
<b>corinne</b> 5:22 58:22	16:21 17:1,7,9 17:13,21 18:1	56:8,10 57:2,5 57:7 58:10,20	<b>data</b> 36:10
<b>cornell</b> 8:8	18:3,14,22	58:24 59:14,25	<b>date</b> 15:12,15 16:15,19 25:2
<b>correct</b> 12:10 14:20 22:2,8 34:3,14 53:11	19:1,9,15,19 19:24 20:8,23 21:3,6,16,25	60:6 <b>court's</b> 19:8 23:21 24:22	52:12,13 55:16 55:18,21 56:2
<b>correctly</b> 23:1 51:22	22:5,10,16,21 22:22,24 23:3	55:20 <b>courts</b> 50:16	56:20 61:25 <b>dates</b> 56:3,7
<b>corrine</b> 17:3	23:11,16,22	<b>cover</b> 59:7	<b>davenport</b> 43:9
<b>costs</b> 58:6	24:8,12,14	<b>coverage</b> 31:22 32:7 39:10	<b>day</b> 5:17 17:3 24:14 31:2,15
<b>counsel</b> 19:7 26:4,7 27:20 34:14,23 36:6 39:17 40:11,13 40:18,23 41:9 43:7 45:3 58:24 59:14	25:1 27:9,13 27:20,22 28:14 28:21 29:19 30:4,9,11 33:6 33:8,17 34:4,5 34:13,18,23,24 35:3,13 36:6	42:25 58:3,7 <b>covering</b> 46:21 <b>cox</b> 8:9 <b>created</b> 14:13 <b>creative</b> 57:7 59:6,9,23	34:16 44:15,15 47:2 58:22 <b>days</b> 25:6 38:18 49:25,25 59:9
<b>count</b> 44:19	36:12,15,17,22	<b>creditor</b> 7:9	<b>deadline</b> 16:8 16:10 24:23
<b>counteroffers</b> 43:20	37:13,18 38:5 38:8,11 39:15 39:17,18,25	<b>creditor's</b> 47:12	38:6 46:3 47:5
<b>country</b> 43:14 43:15 61:21	40:1,4,5,7,13 40:18,22,23	<b>creditors</b> 4:3 <b>crossed</b> 33:19	<b>deal</b> 31:20 32:16 38:9
<b>county</b> 17:9 27:23	41:6,8,8 42:12 42:16,18 44:8	<b>crosstalk</b> 34:2 <b>current</b> 43:8	48:24 51:18 57:9
<b>course</b> 46:21 58:2	44:10 45:3,18 46:6,10,13	<b>currently</b> 11:22 12:13 31:9	<b>deals</b> 44:4 <b>debate</b> 46:22
<b>court</b> 1:1,12 11:2,5,13,19 11:22,22,23,23 11:24,24 12:2 12:6,9,11,14 12:15,16,21,24 13:4,8,10,20 14:1,7,13,16	47:18,23,24 48:5,8,14 49:1 50:4,10,10,20 50:22,22,25 51:5,14,16,21 51:25 52:2 53:3,12,17,19	<b>cut</b> 32:17 43:5	<b>debtor</b> 1:9 5:18 19:4 25:13,24 30:19,24 34:10 36:1 48:17 53:5 55:1 57:2
		<b>d</b>	<b>debtor's</b> 26:10 43:7
		<b>d</b> 11:1 <b>daly</b> 8:10 <b>damage</b> 48:10 48:11	

[debtors - doing]

Page 8

<b>debtors</b> 25:5 26:11 <b>december</b> 50:19,22,25 <b>decide</b> 21:17 41:3 43:23 56:10 <b>decided</b> 51:1 <b>decision</b> 12:12 12:17 19:8 35:5 <b>dedicated</b> 59:23 <b>defendant</b> 34:7 <b>defendants</b> 37:25 55:25 <b>defenses</b> 39:10 42:25 58:3 <b>definitely</b> 59:18 <b>deliver</b> 23:2,13 <b>demand</b> 19:20 19:25 20:11,17 20:20,24 21:8 23:13 24:4 39:1,1 <b>demands</b> 19:13 20:4,17 36:1 <b>demonstrating</b> 50:15 <b>denied</b> 23:14 24:3 <b>dennehy</b> 8:11 <b>deny</b> 34:1 <b>denying</b> 23:22 25:3	<b>department</b> 7:15 <b>described</b> 55:14 <b>describes</b> 37:6 <b>describing</b> 58:6 <b>description</b> 37:23 <b>deserve</b> 49:5 <b>designated</b> 25:2 <b>destries</b> 8:12 <b>details</b> 13:4 <b>diego</b> 43:7 <b>differences</b> 43:12 <b>different</b> 25:13 29:22 43:11,12 44:24 57:25 <b>difficult</b> 57:8 <b>difficulties</b> 37:5 <b>difficulty</b> 57:9 <b>dine</b> 5:15 13:14 13:15,15,22 14:2,10,15,20 15:1,6,8,14,21 16:1,7,10,16 16:20,22 18:24 55:18 <b>diocese</b> 1:7 2:10 11:25 12:5 13:5,18 14:5,21,23,25 15:1,4,10,20 16:1 17:2,4,25	18:19,21 19:20 20:1,4,9,10,12 20:17,20,25 21:9,9,12,13 22:13,14,17,25 23:14 24:3,12 27:1,6,19 28:3 28:10 29:2,15 30:14 31:4,15 31:19,20 32:13 32:18,23 33:22 33:24,24 34:7 35:23,23 36:3 37:6,8 41:24 42:13 43:1,6,9 43:14,14,15,17 43:24 44:3 45:13 48:22 51:22 58:11 <b>diocese's</b> 12:6 12:19 14:22 19:8 20:9,18 22:11 30:22 32:10 <b>direction</b> 34:13 <b>disagreement</b> 45:15 <b>disallowed</b> 31:4 <b>disclosure</b> 54:7 <b>discovery</b> 23:9 26:19 32:5 36:2 54:8 <b>discuss</b> 56:24 <b>discussed</b> 47:11	<b>discussion</b> 35:23 <b>discussions</b> 33:2 <b>dismiss</b> 17:22 25:3 26:25 27:4,5 28:6,15 31:17 42:13 54:24 56:22 60:2 <b>dismissal</b> 29:5 52:5,6 55:7 <b>dismissed</b> 14:9 14:10,19 18:16 18:18 35:8 46:7 <b>dismissing</b> 52:17 <b>dispute</b> 29:14 <b>distinct</b> 27:4 <b>distinguishes</b> 19:9 <b>distribution</b> 25:23 42:6 48:1 <b>distributions</b> 59:21 <b>district</b> 1:2 27:13 40:5 50:10,11,16 <b>doc</b> 2:1,4,10,14 2:17 3:7,12,19 4:3,6,10 <b>docket</b> 11:9 24:13 <b>doing</b> 32:18 35:6 47:16
--	---	--	--

[doing - file]

Page 9

<p>49:20 58:9  <b>dollar</b> 48:10  <b>donato</b> 10:9  <b>donors</b> 49:21  <b>door</b> 42:12  48:12  <b>doty</b> 6:10  <b>doubt</b> 25:10  <b>dowd</b> 7:8,13  40:20,24,24  41:6,7  <b>draft</b> 18:9 46:9  <b>drafted</b> 26:25  <b>draw</b> 26:12  <b>drawn</b> 35:14  <b>dreadful</b> 49:12  <b>drew</b> 42:4  <b>driscoll</b> 8:13  <b>drumming</b>  49:21  <b>dylan</b> 8:5</p>	<p><b>effectively</b>  14:20 16:2  <b>efforts</b> 37:12  <b>eight</b> 49:25  <b>either</b> 29:7  46:3 56:20,22  <b>elevator</b> 40:10  <b>elizabeth</b> 8:6  <b>emergence</b>  46:24 47:10  <b>emily</b> 10:8  <b>employed</b>  30:19  <b>enable</b> 17:17  32:20  <b>entered</b> 25:3  <b>entry</b> 2:7  <b>eric</b> 8:14 9:19  <b>erik</b> 9:23  <b>escrow</b> 16:2  <b>essentially</b>  14:11 35:12  <b>establish</b> 41:2  <b>established</b>  14:17 15:9,11  <b>estate's</b> 19:10  <b>estimate</b> 30:25  <b>estimation</b>  25:23 42:3,6  <b>everybody</b>  22:16 36:18  43:21 44:23  53:22 56:12  57:10  <b>everyone's</b>  18:9</p>	<p><b>example</b> 27:18  44:25 59:12  <b>exceeds</b> 29:14  32:14  <b>except</b> 52:23  <b>excuse</b> 29:10  <b>exhausted</b>  46:14  <b>exhaustively</b>  41:16  <b>exist</b> 31:4  <b>exists</b> 31:9  <b>exit</b> 42:11  <b>expect</b> 51:1,18  52:3  <b>expectation</b>  28:25  <b>expected</b> 17:20  <b>expense</b> 23:10  59:8  <b>expenses</b> 58:11  <b>experience</b>  41:10,11  <b>expert</b> 36:8  <b>expertise</b> 30:18  <b>experts</b> 36:9  38:18,21  <b>expired</b> 12:22  <b>explore</b> 40:13  <b>explored</b> 60:4  <b>exposure</b> 29:2  46:20  <b>expression</b>  32:11  <b>extension</b>  50:23</p>	<p><b>extent</b> 23:9  <b>extra</b> 37:12  <b>extracting</b>  57:24</p>
			<b>f</b>
<p><b>e</b> 1:21,21 5:1,1  6:10 8:2,18  11:1,1 61:1  <b>eager</b> 18:9  <b>earlier</b> 25:19  38:24  <b>early</b> 35:5  44:22 47:4  <b>easier</b> 35:10  <b>ecf</b> 11:9 13:13  <b>ecro</b> 1:25  <b>ederer</b> 6:1  <b>edges</b> 32:17  <b>effective</b> 16:18  51:7</p>			<p><b>f</b> 1:21 61:1  <b>facetiously</b>  23:4  <b>facilities</b> 57:24  <b>facing</b> 49:6  <b>fact</b> 16:3 29:25  31:2,20  <b>factors</b> 53:14  <b>fair</b> 48:21  <b>fairest</b> 41:3  <b>familiar</b> 27:10  59:1  <b>far</b> 29:14 42:10  50:17  <b>fasano</b> 8:14  <b>fashion</b> 17:24  <b>fateful</b> 47:2  <b>favor</b> 31:11  41:1,5  <b>feasible</b> 49:22  <b>federal</b> 2:7  28:21 39:25  40:1  <b>feel</b> 34:17  43:17  <b>feeling</b> 42:23  <b>feels</b> 35:2  <b>feldshon</b> 8:15  <b>figures</b> 26:6  <b>file</b> 26:25 31:18  54:23 55:2  56:22 60:1</p>



[filed - group]

Page 10

<b>filed</b> 2:12 3:1 3:10,16 4:1,5 11:15 13:14 14:8 23:19,23 23:25 24:17 41:24 50:14 <b>filing</b> 24:19 60:4 <b>final</b> 24:21 <b>financial</b> 26:20 58:1 <b>find</b> 43:16 57:8 57:8 59:23 <b>fine</b> 24:5 46:23 56:20,25 <b>fingers</b> 37:9 <b>firm</b> 44:20 <b>first</b> 11:7 27:5 31:2 39:1 42:13 44:7 <b>fit</b> 32:17 <b>floated</b> 49:22 <b>floor</b> 5:5,12 <b>flying</b> 39:19 <b>focus</b> 29:17 30:7 <b>focused</b> 26:15 47:5 <b>fogel</b> 8:16 <b>followed</b> 27:14 <b>following</b> 24:20 <b>forcing</b> 39:9 <b>forebear</b> 60:4 <b>foregoing</b> 61:3 <b>forgive</b> 50:18	<b>format</b> 13:10 <b>former</b> 19:12 <b>forth</b> 11:14 53:14 <b>forward</b> 14:11 17:19,23 18:10 21:15 29:6 33:6 51:17 52:5 59:13,19 <b>four</b> 32:7 <b>fr</b> 8:14 <b>frame</b> 32:12,15 45:11 <b>frank</b> 9:13 <b>frankly</b> 32:7 39:12 41:1 <b>free</b> 58:14 <b>freight</b> 39:6 <b>friday</b> 50:14 <b>front</b> 15:2 52:6 <b>frost</b> 10:1 <b>frozen</b> 56:11 <b>fruit</b> 32:6 <b>full</b> 39:6 <b>fully</b> 34:25 <b>function</b> 30:20 <b>fund</b> 49:13 <b>funds</b> 15:18,19 15:24 16:2,3 18:20 <b>furman</b> 27:12 <b>further</b> 35:13 <b>future</b> 18:15	<b>gaps</b> 60:6 <b>garabedian</b> 5:3 5:8 8:17 11:8 11:11,11,14,21 12:1,4,8,10,13 12:20,23 13:2 13:9 <b>gavel</b> 36:20,23 <b>general</b> 27:11 54:10 <b>george</b> 8:4 <b>gerber</b> 8:18 <b>geremia</b> 5:23 25:7 47:1 <b>germaine</b> 13:6 <b>getting</b> 33:12 47:3 49:19 53:16 <b>giant</b> 23:3 43:3 <b>give</b> 40:17 54:19 55:23 56:5 <b>given</b> 26:6 38:13 45:6 56:7,23 <b>glenn</b> 1:22 <b>global</b> 44:21 59:7 <b>go</b> 11:10 14:23 18:20 22:21 24:4,25 28:12 28:14 36:19,24 38:10 39:4,20 39:21 40:12 42:14 43:5 45:25 48:11 52:10 53:19	<b>goal</b> 33:12 <b>goes</b> 14:11 20:14 48:9 <b>goffe</b> 8:19 <b>going</b> 11:5 13:14,23,24 19:4 22:24 25:6 26:25 27:2 28:5,9,12 28:17 29:16 33:6 34:10,11 35:20 37:8,19 38:2 45:8,8 50:4,13 51:17 51:18 52:15 54:23 56:25 59:12 <b>good</b> 11:2,4,12 11:13 13:15 18:5 19:6 30:4 38:17,20 39:11 57:7 <b>gorrepati</b> 10:10 <b>graft</b> 49:15 <b>grant</b> 50:16 <b>granted</b> 13:8 53:10 <b>great</b> 34:6 52:11,22 <b>green</b> 1:13 <b>greg</b> 7:20 52:20 <b>grossly</b> 31:1 <b>group</b> 55:25 56:1
	<b>g</b> 7:8,13 8:3 11:1		

[guess - included]

Page 11

<b>guess</b> 24:17 49:24 <b>guessing</b> 36:5 <b>guide</b> 16:12 <b>guides</b> 28:25 <b>h</b>	<b>heard</b> 11:10 13:5 18:4,23 31:16 35:25 37:13 40:23 41:9 46:20 54:17 <b>hearing</b> 2:3,6 2:12,17 3:1,10 3:16 4:1,5,10 37:23 38:13 40:19 44:6 55:9,13,17 56:23 57:1 60:8 <b>heier</b> 8:20 <b>held</b> 14:18 15:4 15:20,25 20:14 <b>help</b> 15:17 43:3 60:5 <b>helped</b> 49:20 59:6 <b>helpful</b> 38:12 38:17,24 54:9 <b>heuer</b> 6:6 16:23,24 17:18 18:4,5,6,14,17 18:25 <b>hide</b> 39:10 <b>high</b> 35:15 <b>hit</b> 25:15 <b>hogan</b> 8:21 <b>hold</b> 15:10,16 <b>holding</b> 16:2 <b>hole</b> 59:8 <b>hon</b> 1:22 <b>honor</b> 11:11 13:6,15,17	14:10 15:6,15 17:4,8,24 18:5 18:24,25 19:6 19:22 20:2,5 21:1,11,19 22:4,19 23:1,6 23:15,18,18 24:6 29:10,13 29:24 34:3,9 35:19 36:20 37:4,15,17 38:4,15,23,25 39:7,14,16,24 40:12,24 41:7 42:15 43:6 45:17,19 46:1 46:4,8,15 48:13,21 49:16 49:18,19 50:3 50:8,12 51:12 52:1,20 53:18 53:20,25 54:5 54:15,18,23 55:8,13 56:20 57:4,16 58:19 59:6,22 60:10 60:11 <b>honor's</b> 49:8 <b>hope</b> 28:25 <b>hoping</b> 52:7 <b>horowitz</b> 8:22 <b>hulme</b> 8:23 <b>hybrid</b> 2:3,6 2:12,17 3:1,10 3:16 4:1,5,10 60:8	<b>hyde</b> 4:25 61:3 61:8 <b>hypothetically</b> 35:8 47:19 <b>i</b> <b>iain</b> 9:12 <b>idea</b> 38:11,17 46:16 48:2,24 49:22 54:14 <b>ideas</b> 42:8,9 <b>identify</b> 54:20 <b>illustrating</b> 38:20 <b>imagination</b> 32:6 <b>imagine</b> 50:13 <b>immaculate</b> 6:2 <b>immediate</b> 20:5 <b>immediately</b> 24:12 <b>impediment</b> 20:19,21 21:8 22:18 <b>important</b> 25:2 45:23 <b>impression</b> 35:22 <b>improve</b> 59:17 <b>imprudent</b> 21:14 <b>include</b> 33:23 44:10 <b>included</b> 25:9 42:20,21 53:5
--	--	--	---



<b>includes</b> 24:20 34:7 <b>including</b> 23:24 44:22 <b>incorrectly</b> 15:17 <b>indicated</b> 38:5 40:14 55:10 <b>indicating</b> 24:18 <b>indiscernible</b> 23:21 31:18 44:24 45:16 <b>individual</b> 39:2 <b>informally</b> 60:3 <b>information</b> 11:7 <b>injunction</b> 19:9 33:5,11 33:13,25 34:1 <b>injured</b> 22:7 <b>ins</b> 53:1 <b>insider</b> 53:21 <b>insights</b> 52:22 <b>insolvent</b> 48:17 <b>instance</b> 49:22 <b>insurable</b> 47:21 <b>insurance</b> 6:9 19:7,10 21:20 21:22 22:14 26:15 32:1,2,3 36:1 37:6 39:1 39:3,9 42:2,18 43:3 44:13,16 44:17,23 45:2	46:22 48:11 49:17 51:8 54:6 57:14,21 58:17 59:12,12 <b>insured</b> 20:5 <b>insured's</b> 31:22 <b>insureds</b> 20:22 <b>insurer</b> 22:8,10 22:11 <b>insurers</b> 19:17 20:12,23 26:16 42:21,22,25 43:19 45:1,1 47:14 57:13 <b>intent</b> 50:15 <b>interest</b> 52:5 <b>interested</b> 40:19 42:5 <b>interests</b> 11:18 <b>interim</b> 59:8 <b>internal</b> 18:13 <b>interrupt</b> 33:17 <b>interrupted</b> 35:17 <b>intransigent</b> 44:24 <b>invade</b> 12:24 25:16 <b>invariably</b> 56:3 <b>invite</b> 40:11 <b>involved</b> 26:7 <b>involvement</b> 58:13	<b>involving</b> 30:13 <b>iota</b> 52:9 <b>ireland</b> 57:20 <b>island</b> 43:17 <b>issam</b> 9:11 <b>issue</b> 25:22 29:22 38:23 48:3,15,24 54:7 58:11 <b>issues</b> 22:23 42:2 53:1 54:6 <b>j</b> <b>j</b> 2:13 10:2 <b>jacobs</b> 8:24 <b>james</b> 6:20 8:23 9:3,8 10:2 29:11 54:21 57:16 <b>jason</b> 4:6 7:6 23:19 37:15 <b>javian</b> 8:25 <b>jet</b> 39:19 <b>jillian</b> 8:11 <b>job</b> 38:20 39:11 <b>john</b> 7:24 8:2 8:10 9:15 <b>joinder</b> 19:3 23:25 24:2 <b>jones</b> 5:10,17 6:15 13:16 17:3 24:14 29:11 34:16 58:22 <b>jordan</b> 4:2	<b>judge</b> 1:23 20:6 21:13 24:18 27:5,12 27:22 33:6,7 34:15,19,24 35:4,10 37:18 38:1,4 42:13 43:8,9 44:4 46:25 50:18 <b>judges</b> 40:4 <b>jury</b> 28:1 38:22 41:3 48:9 <b>justice</b> 7:15 <b>k</b> <b>k</b> 9:19 <b>karen</b> 5:15 10:11 13:15 <b>katie</b> 30:17 <b>keep</b> 17:6 41:19 53:23 <b>kennedy</b> 7:25 <b>kind</b> 38:3 50:13 <b>kinds</b> 58:3 <b>kinsella</b> 20:6 21:13 <b>know</b> 14:8 24:4 26:2,2,9,15,17 26:18,22,24 27:1,1,2,18,24 28:4,14,18,21 29:3,16 30:4 31:8 32:4 33:21 34:5 35:1,1,2 36:4 36:22 37:4,5 39:16 40:6
---	--	---	---

41:4,15,18,20 41:20,20,21,23 41:23 42:8,19 42:22,24,24 44:6,18 45:5 45:10,11,15,19 46:16 47:6 48:14 49:5 50:5,17 51:17 54:3,13 56:19 57:7 58:23,25 <b>known</b> 45:3 <b>knows</b> 30:5 49:20 <b>kramer</b> 9:1 <b>kroeger</b> 9:2	<b>leaves</b> 43:2 54:3,4 <b>led</b> 28:8 <b>ledanski</b> 4:25 61:3,8 <b>left</b> 43:22 49:11,25 58:17 <b>legal</b> 32:24 61:20 <b>lender</b> 59:7 <b>lengthy</b> 55:24 <b>letter</b> 24:11,12 24:14 27:2 29:15,17,20,25 30:2 31:1,23 37:7 49:7,18 <b>letters</b> 19:20 19:25 20:11 23:2,13 24:4 <b>liability</b> 32:13 <b>lift</b> 19:2 20:7 20:12,14 23:23 <b>lifted</b> 48:9 <b>lifting</b> 23:12 33:20 <b>likelihood</b> 42:23 <b>likely</b> 24:21 31:18 <b>limited</b> 36:14 <b>limits</b> 26:19 <b>liquidation</b> 27:12 <b>lis</b> 17:15 <b>lisa</b> 9:17 <b>lists</b> 41:14	<b>little</b> 11:7 28:5 49:10 <b>living</b> 41:25 <b>lloyd</b> 17:12 18:7 <b>llp</b> 5:10,17 6:8 6:15 8:21 <b>long</b> 15:18,19 17:4 27:24 43:17 52:6 <b>longer</b> 16:18 51:10 55:20 <b>look</b> 12:2 24:25 31:21 32:9 35:3,16 38:1 41:12 47:15 55:23 58:4 <b>looked</b> 15:3 29:19 41:12,16 41:24 53:4 55:19 <b>looking</b> 16:25 42:19 <b>looks</b> 56:14 <b>los</b> 6:18 <b>lose</b> 36:12 <b>losing</b> 45:20 <b>lot</b> 30:2 31:7 34:25 35:10 36:8,8 39:13 39:19 45:9,10 51:6 57:18 58:16 <b>lots</b> 54:13 <b>loud</b> 28:4 <b>lovells</b> 8:21	<b>low</b> 32:6 35:15 <b>m</b> <b>m</b> 8:9 9:3,22 <b>ma</b> 5:6 <b>made</b> 13:19 16:13 20:13 27:10 28:12 39:24 45:24 48:25 49:3,6 59:21 <b>madison</b> 6:11 <b>magistrate</b> 24:18 <b>main</b> 49:16 <b>major</b> 26:22 <b>make</b> 13:11 20:17,17 22:13 22:17 32:17 35:4 39:1 44:12 55:11 59:25 <b>makes</b> 31:20 32:3 <b>making</b> 20:19 20:24 21:8 22:13 23:6 39:2 <b>managed</b> 59:3 <b>mark</b> 34:10 43:3 <b>marsh</b> 9:3 <b>martin</b> 1:22 8:3 <b>mass</b> 27:15 <b>materially</b> 11:17
<b>l</b>	<b>l</b> 9:2 10:6 30:10 <b>lack</b> 25:13 <b>land</b> 13:24 <b>landscape</b> 53:4 <b>language</b> 16:12 <b>lannigan</b> 3:17 8:1 <b>lapse</b> 57:19 <b>large</b> 28:24 48:10 52:25 <b>largely</b> 27:13 <b>latest</b> 44:19 <b>law</b> 4:2 5:3 7:8 22:6 26:4 41:13 53:12 <b>lawyers</b> 57:8 <b>lead</b> 17:4 23:9 34:18 <b>leave</b> 12:9 34:23		

<b>matter</b> 1:5 11:7 13:12 19:1 55:14 56:15 <b>matters</b> 19:2 33:5 <b>matthew</b> 9:16 10:5 <b>maximize</b> 33:12 <b>mcmahon</b> 9:4 <b>mcnally</b> 30:17 <b>mdl</b> 27:13,15 28:24 <b>mean</b> 22:6 24:13 26:7 27:13 35:25 40:1 42:24 50:5 52:14 54:2 <b>meant</b> 34:12 52:13 <b>mediate</b> 35:13 <b>mediation</b> 2:1 25:16,17 26:21 27:3 28:8 31:14 33:14 37:10 43:19,19 43:20 45:15,24 47:7 49:15 <b>mediator's</b> 24:10,19 26:1 <b>mediators</b> 24:16 37:12 <b>meet</b> 21:13 <b>meetings</b> 20:13	<b>mega</b> 48:9 <b>mention</b> 37:22 <b>mere</b> 21:21 <b>merson</b> 4:2,2 <b>messed</b> 44:13 <b>met</b> 25:24 29:8 <b>mg</b> 1:3 <b>michael</b> 7:8,13 8:21 9:5,7 10:5 40:24 <b>michelle</b> 9:4 <b>miller</b> 6:1 <b>million</b> 47:19 47:20 48:3,10 <b>minarovich</b> 9:6 <b>mind</b> 32:14 33:19 <b>mine</b> 60:6 <b>mineola</b> 61:23 <b>minimum</b> 31:12 49:3 59:21 <b>minute</b> 39:20 56:12 <b>miskell</b> 9:7 <b>misremembe...</b> 16:22 <b>missed</b> 30:9 <b>mission</b> 32:21 <b>mittell</b> 5:3,8 8:17 9:5 11:11 <b>mode</b> 46:3,23 51:23 <b>model</b> 44:22,23 58:23,25 <b>moftitt</b> 9:8	<b>moment</b> 33:4 33:18 54:14 55:23 <b>money</b> 14:23 15:9,10 36:8 47:3 <b>monica</b> 6:17 <b>months</b> 41:17 <b>moore</b> 9:9,10 <b>moriaty</b> 10:11 <b>morning</b> 56:17 <b>motion</b> 2:3,6 2:12,17 3:1,10 3:16 4:1,5,10 11:8,17,22,23 11:24 12:5 13:8,13,13 19:8 20:7 21:7 21:12,18,19 23:14,20 25:3 26:24 28:10 31:17,19 33:25 38:25 50:14 52:6,14 54:23 55:2 56:22 60:1,4 <b>motions</b> 11:16 19:2,3 20:14 21:16 23:22,23 23:25 24:2,3 <b>motors</b> 27:11 27:11 <b>move</b> 17:18 21:15 29:6 49:25 59:19 <b>moved</b> 52:9 56:3	<b>moving</b> 17:6 17:16 18:10 19:13 38:7 39:11 <b>multiple</b> 27:16 <b>mute</b> 29:9,9 36:19 <b>myriad</b> 30:25
			<b>n</b>
			<b>n</b> 5:1 8:23 11:1 61:1 <b>name</b> 30:9 54:19 <b>named</b> 33:21 33:21 <b>narrow</b> 33:11 <b>nasatir</b> 9:12 <b>nassau</b> 27:22 <b>nasser</b> 9:11 <b>nathaniel</b> 7:23 <b>ndas</b> 49:20 <b>nearby</b> 39:19 <b>necessarily</b> 52:3 <b>need</b> 17:15 37:10 <b>needs</b> 46:13 <b>negotiated</b> 32:2 <b>never</b> 34:15 36:22 45:24 49:6 51:19 55:6 <b>new</b> 1:2,7,14 5:13,20 7:18 17:10 18:8,11 36:10 45:24

<p>55:2  <b>newspaper</b>  30:3  <b>nice</b> 13:20  41:14  <b>nine</b> 59:9  <b>noise</b> 39:19  <b>non</b> 26:11  33:24 44:15,16  45:1,1 53:5,13  59:12  <b>nora</b> 10:1  <b>note</b> 23:2  <b>notes</b> 13:11  34:10  <b>notice</b> 52:15  <b>notion</b> 34:20  36:13  <b>november</b>  26:25 55:9,19  55:25 56:2,4,4  56:16,17 57:3  60:7  <b>number</b> 27:25  28:19 30:13  35:6 37:16  40:25 45:14  <b>numerous</b> 19:3  <b>ny</b> 1:14 5:13,20  6:4 7:11,18  61:23</p>	<p><b>objected</b> 20:5  <b>objection</b> 12:6  12:19 13:7  20:4,10 24:3  31:3  <b>objections</b>  11:20 12:17  14:8 30:25  53:8  <b>obtain</b> 19:11  21:23  <b>obviously</b>  14:18 24:10  25:11,14 54:10  58:9  <b>occur</b> 23:10  <b>occurred</b> 16:17  <b>october</b> 1:16  24:13,14,23  25:1,7,7,8,8,15  38:6,8 40:15  40:16 41:18  45:25 46:3,7  47:1,5 49:7  50:20 51:13,17  51:18 52:12,14  52:17 54:24  60:2 61:25  <b>offer</b> 30:22  31:15 32:11  37:19 39:2,5  45:24 47:7  49:4,5,6,15  55:1 59:16  <b>offered</b> 26:12  26:16 29:15  35:6</p>	<p><b>offering</b> 31:21  <b>offers</b> 43:20  <b>office</b> 7:8 52:21  53:23  <b>office's</b> 54:9  <b>offices</b> 5:3  <b>oh</b> 17:9 23:5  50:21  <b>okay</b> 17:21  18:3,22 22:24  23:16 24:8  30:11 54:15,17  55:4,15 60:8  <b>old</b> 61:21  <b>omnibus</b> 56:6  <b>ones</b> 23:24  58:16  <b>ongoing</b> 15:8  <b>open</b> 15:2,18  15:24 38:13  47:9 52:7 54:4  56:3,16,18  <b>opening</b> 43:15  <b>opinion</b> 48:18  <b>opportunity</b>  22:15  <b>opposition</b>  19:4 33:11  <b>opt</b> 53:1,1,21  53:24  <b>option</b> 50:2  <b>order</b> 2:3,8  12:18 13:10  18:10 23:13  25:1,2,9 38:2  46:9 52:16</p>	<p><b>ordered</b> 32:5  <b>orders</b> 44:5  <b>osselaer</b> 24:17  <b>oswald</b> 9:13  <b>ought</b> 29:22  <b>outcome</b> 35:12  50:18,19 56:23  <b>outlined</b> 49:12  <b>outs</b> 53:2  <b>outside</b> 27:9  <b>overstated</b>  31:1  <b>own</b> 35:4 44:2</p>
<b>p</b>			
<p><b>p</b> 4:6 5:1,1 7:6  11:1  <b>p.m.</b> 56:24  57:3  <b>pachulski</b> 5:10  6:15 13:16  24:11 29:11  <b>pacific</b> 43:11  <b>page</b> 20:10  <b>paid</b> 43:9 51:4  <b>papers</b> 11:14  22:23  <b>paragraph</b>  20:10 24:19  <b>parameters</b>  29:2  <b>parish</b> 33:22  34:2,8  <b>parishes</b> 26:10  28:2 29:3 43:2  43:17 44:11  <b>park</b> 13:24</p>			

<p><b>part</b> 20:3</p> <p><b>participation</b> 40:13</p> <p><b>parties</b> 18:7 22:7 24:20,23 31:5 32:2 33:24 38:7 43:19 49:14 52:5,23</p> <p><b>party</b> 33:24 52:24 53:5</p> <p><b>patricia</b> 9:6</p> <p><b>patrick</b> 3:2 9:24</p> <p><b>pattern</b> 27:14</p> <p><b>pay</b> 29:20 30:1 39:4,5,6 43:18 51:6</p> <p><b>pencils</b> 59:5</p> <p><b>pendens</b> 17:15</p> <p><b>pending</b> 11:16 32:8</p> <p><b>penn</b> 41:13 42:19</p> <p><b>people</b> 21:16 30:2 32:25 38:2 49:9 51:11 59:23</p> <p><b>percent</b> 14:4,6 31:10,16</p> <p><b>perform</b> 32:23</p> <p><b>periods</b> 51:10</p> <p><b>perkins</b> 9:14</p> <p><b>permitted</b> 26:19</p> <p><b>personal</b> 32:24</p>	<p><b>personally</b> 38:16,23</p> <p><b>perspective</b> 54:9</p> <p><b>pfau</b> 7:1</p> <p><b>phone</b> 36:17</p> <p><b>phones</b> 36:19</p> <p><b>pick</b> 35:9</p> <p><b>picking</b> 27:19 27:20</p> <p><b>picture</b> 32:12 32:13,14,17 41:24 45:11</p> <p><b>piece</b> 13:20,22 18:8,8 44:13</p> <p><b>piped</b> 38:24</p> <p><b>place</b> 17:6,13 54:8</p> <p><b>plaintiffs</b> 37:24 59:3</p> <p><b>plan</b> 14:17 15:19,24 16:4 23:7 24:24 25:14,18,23 26:3,12 31:11 44:2,2,10 45:4 46:3,6,17,23 49:23 51:23 53:16</p> <p><b>plane</b> 39:19</p> <p><b>planned</b> 47:3</p> <p><b>plans</b> 41:15 48:23</p> <p><b>plaza</b> 6:3</p> <p><b>plea</b> 20:5</p> <p><b>please</b> 11:2 34:14</p>	<p><b>pllc</b> 7:1</p> <p><b>plus</b> 34:24</p> <p><b>pm</b> 1:17 60:13</p> <p><b>podium</b> 58:20</p> <p><b>point</b> 15:4 18:15 30:1 33:15 37:9 39:7</p> <p><b>policies</b> 19:10 19:11,16 21:22 22:2 26:18</p> <p><b>policy</b> 26:19 39:1</p> <p><b>pondered</b> 26:2</p> <p><b>poorest</b> 43:15 43:16</p> <p><b>portion</b> 17:11</p> <p><b>position</b> 11:15 31:14,24</p> <p><b>positions</b> 31:17</p> <p><b>possibility</b> 27:4 52:23 53:2 54:1</p> <p><b>possibly</b> 53:1</p> <p><b>post</b> 45:24 46:24 47:7,10 47:24 48:6 49:15 50:1 57:13,21 58:5</p> <p><b>pot</b> 43:2</p> <p><b>potential</b> 22:15 28:2 35:7</p> <p><b>pre</b> 47:24 48:8</p> <p><b>precisely</b> 29:1</p> <p><b>prejudice</b> 25:4</p> <p><b>preliminary</b> 19:9 33:5,11</p>	<p><b>premise</b> 46:18</p> <p><b>prepare</b> 46:4</p> <p><b>prepared</b> 27:25 35:5 44:7</p> <p><b>prepetition</b> 13:19 21:4</p> <p><b>present</b> 7:22 22:15 37:19</p> <p><b>presented</b> 44:3</p> <p><b>presentment</b> 55:1</p> <p><b>pretrial</b> 34:22</p> <p><b>pretty</b> 41:24</p> <p><b>prevented</b> 19:25</p> <p><b>prior</b> 24:22 49:6</p> <p><b>privilege</b> 12:25 25:16</p> <p><b>probably</b> 20:6 27:10 34:12 35:10 51:3 59:11</p> <p><b>procedure</b> 2:7</p> <p><b>procedures</b> 48:2,24</p> <p><b>proceedings</b> 60:12 61:4</p> <p><b>proceeds</b> 14:4 14:18 15:4 17:19,24 19:11 21:23</p> <p><b>process</b> 18:11 18:13 28:16,20 31:3 54:18</p>
--	--	--	---

[professor - release]

Page 17

<p><b>professor</b> 48:22  <b>progress</b> 25:13 25:14  <b>projection</b> 44:12  <b>proof</b> 11:15  <b>proofs</b> 30:24  <b>property</b> 13:21 13:23  <b>propose</b> 37:24  <b>proposed</b> 44:2 47:11  <b>propriety</b> 29:16  <b>prosecuted</b> 50:6  <b>prosecuting</b> 58:7  <b>protection</b> 44:16  <b>provides</b> 18:18  <b>published</b> 30:3  <b>punitive</b> 47:20 48:10,12,16  <b>purchases</b> 17:14  <b>purdue</b> 31:9 50:15 52:25 53:1,9,14  <b>purely</b> 18:18  <b>purport</b> 21:9  <b>purpose</b> 21:7 21:11 23:9,20 25:23  <b>purposes</b> 42:6</p>	<p><b>pursuant</b> 2:6  <b>pushing</b> 38:7  <b>put</b> 16:10,12 23:6,11 28:6 28:21 43:2 48:15 50:5 52:5 55:7  <b>putting</b> 29:1</p> <p><b>q</b></p> <p><b>qualifications</b> 30:17  <b>quantum</b> 25:21  <b>quarter</b> 44:7  <b>question</b> 12:15 14:7 25:1,19 30:16,21 32:14 34:10 42:4 43:3 44:8 49:8 58:15  <b>questions</b> 28:9 50:9  <b>quick</b> 56:21  <b>quickly</b> 29:20  <b>quite</b> 24:1,1 46:2</p> <p><b>r</b></p> <p><b>r</b> 1:21 5:1 9:21 11:1 30:10 61:1  <b>raise</b> 20:22  <b>raised</b> 25:22 40:20 42:3  <b>raising</b> 58:25  <b>range</b> 26:6,13 28:2</p>	<p><b>rather</b> 40:10 53:1  <b>rayan</b> 9:11  <b>reach</b> 51:16 59:15  <b>reached</b> 13:18 24:22 58:23  <b>reaching</b> 25:18  <b>reaction</b> 40:17  <b>read</b> 20:8 37:21 49:18  <b>ready</b> 19:23 56:22  <b>real</b> 31:25  <b>reality</b> 32:16  <b>really</b> 13:3 21:17 23:25 29:20 33:10 40:1,7 57:18  <b>reason</b> 28:13 38:24 47:1 56:11  <b>reasoned</b> 31:14  <b>reasons</b> 32:24 32:25  <b>recalcitrant</b> 20:4  <b>recall</b> 59:20  <b>receive</b> 20:11  <b>received</b> 24:10 24:10,11  <b>receiving</b> 20:18 26:1  <b>recent</b> 59:11  <b>recognition</b> 32:23</p>	<p><b>recognize</b> 24:21 27:4 33:1 45:7  <b>reconvene</b> 55:11  <b>record</b> 58:16 61:4  <b>recover</b> 48:19  <b>recoverable</b> 48:16  <b>recoveries</b> 28:2  <b>recovery</b> 42:24 42:24  <b>references</b> 23:7 50:13  <b>referring</b> 25:12 33:7  <b>refior</b> 9:15  <b>reflected</b> 23:1  <b>regard</b> 54:8  <b>regarding</b> 24:14 27:3 30:6 36:11  <b>regardless</b> 31:8  <b>regret</b> 42:12  <b>regrets</b> 52:11  <b>regretted</b> 36:24  <b>regular</b> 52:15  <b>regularly</b> 21:16  <b>reilly</b> 48:22  <b>relating</b> 13:18 54:7  <b>release</b> 2:8 33:13</p>
---	--	--	---



[released - schoenfeld]

Page 18

<b>released</b> 33:5 <b>releases</b> 44:11 44:14 50:17 52:24 53:5,9 53:13 <b>releasing</b> 35:23 <b>relief</b> 2:12,17 3:1,10,16 4:1,5 4:10 22:3,5 23:20 24:1 36:3 38:25 <b>reluctance</b> 28:5 52:11 <b>rely</b> 36:9 <b>remain</b> 15:23 56:3 <b>remaining</b> 56:1 <b>remains</b> 15:18 <b>remanded</b> 35:1 <b>remedies</b> 30:7 <b>remember</b> 15:13 16:5 37:18 <b>remembering</b> 15:17 <b>remind</b> 59:6 <b>remove</b> 24:12 <b>renewed</b> 60:2 <b>reorganization</b> 24:24 45:4 <b>replete</b> 23:7 <b>reply</b> 23:7 <b>report</b> 24:11 24:18,19 26:1 56:21 <b>reporter</b> 37:19	<b>represent</b> 23:24 30:15 33:9 34:17 40:25 43:25 <b>represented</b> 44:20 <b>require</b> 20:16 <b>required</b> 25:6 <b>requires</b> 31:10 42:22 <b>reserve</b> 30:6 <b>resist</b> 36:2 <b>resolution</b> 59:7 <b>resounding</b> 25:24 29:8 <b>resources</b> 46:1 49:8,10 58:13 <b>respect</b> 12:15 14:21 18:4 20:14 22:6 26:7,20 33:19 34:1 <b>respond</b> 26:20 39:3 <b>response</b> 19:17 20:18 27:1 28:10 37:22 <b>responses</b> 11:9 <b>responsive</b> 43:22 <b>rest</b> 22:23 <b>restriction</b> 14:25 15:1 18:1,2 <b>result</b> 12:3 28:9,17 33:14 47:19	<b>resulted</b> 41:14 <b>results</b> 32:4 <b>retain</b> 13:24 <b>retained</b> 30:8 30:13 <b>retired</b> 43:7 <b>return</b> 48:9 <b>reviewed</b> 14:7 24:2 28:10 <b>rhea</b> 7:25 <b>richard</b> 9:2 <b>right</b> 11:2,5 12:11 13:8,12 17:1 19:1 24:8 32:20 35:19,20 38:1,6 41:8 46:15 47:6 48:5,7 51:25 56:21 60:9 <b>rights</b> 21:4 30:6 <b>ring</b> 36:21 <b>rings</b> 28:21 <b>rivera</b> 10:12 <b>road</b> 7:10 61:21 <b>robert</b> 8:18 <b>roberts</b> 9:16 <b>rochester</b> 20:3 43:24 <b>rockville</b> 1:7 <b>rolle</b> 9:17 <b>roman</b> 1:7 <b>roten</b> 9:18 <b>rough</b> 45:2 <b>rule</b> 2:6	<b>ruled</b> 20:6 21:14 50:11 <b>rules</b> 2:7 <b>ruling</b> 53:23 <b>running</b> 47:2 <b>russell</b> 9:18 <b>rxr</b> 6:3  <div>s</div> <b>s</b> 5:1 9:9 10:12 11:1 <b>sad</b> 45:20 49:24 <b>safely</b> 44:14 <b>sale</b> 14:4,18 16:11,17 17:5 17:6,18,23 18:15 <b>san</b> 43:6 <b>santa</b> 6:17 <b>satisfy</b> 53:13 <b>saw</b> 16:6 <b>saying</b> 16:14 35:8 51:15 54:1 <b>says</b> 20:10 38:22 43:15 <b>scenario</b> 57:25 58:5 <b>scenarios</b> 49:11 <b>schedule</b> 44:5 <b>scheduled</b> 55:9 <b>scheduling</b> 34:21,22 <b>schoenfeld</b> 50:18
---	--	--	--

[school - specific]

Page 19

<b>school</b> 41:13 <b>schools</b> 47:17 57:23 <b>schwarz</b> 9:19 <b>scouts</b> 44:25 51:5 53:15 58:23 59:15,18 <b>scurrying</b> 16:24 <b>sealed</b> 29:22 <b>sealing</b> 30:4 <b>seated</b> 11:2 <b>seattle</b> 7:4 57:22 58:1 <b>second</b> 36:15 39:18 42:16 53:14 56:5,10 <b>see</b> 12:2 15:16 28:1,13 29:4 32:10 33:13 35:14 38:8,21 41:21 44:3 49:25 50:13 51:5 55:11 56:13 60:7 <b>seek</b> 22:3 <b>seeking</b> 21:22 24:2 <b>seem</b> 20:16 45:20 52:25 <b>seemed</b> 21:14 <b>seems</b> 42:22 53:15 <b>seen</b> 30:2 48:11 <b>sell</b> 47:17 <b>seminary</b> 2:9 6:2 13:13,17	13:19,24 14:2 14:6,21 17:18 18:4,6,19 <b>send</b> 24:4 <b>sending</b> 19:25 <b>sense</b> 55:11 <b>sent</b> 19:20,22 19:23 20:3 27:3 <b>sentence</b> 24:20 <b>separately</b> 54:16 <b>serious</b> 29:13 30:16,21 57:19 <b>seriously</b> 46:2 <b>session</b> 56:18 <b>sessions</b> 24:21 24:21 <b>set</b> 11:14 32:16 38:5,8 53:14 <b>settled</b> 44:21 45:5 56:1 57:13 <b>settlement</b> 2:8 13:13,18 14:8 14:11,12,14,21 16:17 17:17 18:4,17,19,23 19:13 22:15 29:1,1 43:25 44:1 58:8,9 59:3 <b>settlements</b> 42:20,21 44:21 <b>settling</b> 44:19 45:1,1 59:12 59:12	<b>seven</b> 49:24,25 <b>several</b> 20:13 27:19,20 40:18 <b>sex</b> 36:11 41:22 <b>sexual</b> 4:2 30:13 <b>shara</b> 8:8 <b>shared</b> 42:9 59:18 <b>sharing</b> 59:1 <b>sharpening</b> 59:5 <b>sheet</b> 24:15 <b>short</b> 17:5 24:1 29:5 <b>shortly</b> 40:16 <b>show</b> 2:3 49:16 <b>shut</b> 36:17 <b>side</b> 25:10,10 25:12 29:7 35:9 <b>sides</b> 25:11 26:8 27:17 42:23 <b>sight</b> 47:8 <b>sign</b> 52:16 <b>signature</b> 61:7 <b>signed</b> 51:18 <b>significant</b> 58:6,13 <b>silence</b> 29:8 42:4 <b>silvershein</b> 3:11 9:20 <b>similarly</b> 27:14 <b>siobhain</b> 9:6	<b>sir</b> 44:9 <b>sit</b> 56:12 <b>six</b> 35:11 <b>size</b> 45:11,12 <b>skirt</b> 53:15 <b>sleep</b> 45:20 <b>slog</b> 28:14 <b>slome</b> 9:21 <b>small</b> 17:11 <b>smith</b> 9:22 <b>sold</b> 15:23 <b>solutions</b> 61:20 <b>soma</b> 10:7 <b>somebody</b> 15:17 17:1 <b>someone's</b> 39:23 <b>sonya</b> 4:25 61:3,8 <b>sorensen</b> 9:23 <b>sorry</b> 15:6 19:15 24:16 28:8 30:9 35:17 42:17 50:21 53:20 <b>sought</b> 34:1 <b>sounds</b> 13:20 <b>southern</b> 1:2 50:10 <b>spare</b> 57:10 <b>speak</b> 36:7 38:12 <b>special</b> 6:9 19:7 <b>specific</b> 28:19 54:7
--	---	---	---



[spend - take]

Page 20

<b>spend</b> 28:16 <b>spent</b> 36:8 41:17 <b>split</b> 14:4 48:20 <b>spoken</b> 28:18 <b>sponte</b> 55:6 <b>spout</b> 37:9 <b>spring</b> 51:1 <b>stage</b> 22:2 26:17 <b>stairs</b> 40:9 <b>stance</b> 32:22 <b>standing</b> 20:23 21:2,21 <b>stands</b> 53:12 <b>stang</b> 5:10 6:15 6:20 13:16 24:11 29:9,10 29:11,11,19,24 30:6,10,12 33:9,17 34:3,9 35:17,19 36:16 36:19,20,25 37:1 38:6,18 39:16,21,22 40:3,6,8,9 42:15,17 43:1 43:5,6 44:9,12 46:20 54:18,19 54:21,21 55:4 55:8 56:19,20 57:16,16 59:1 60:11 <b>stang's</b> 37:23 <b>start</b> 11:5 45:23 56:1	<b>starting</b> 55:25 <b>state</b> 5:5 11:21 11:22,23 12:13 13:23 17:10 18:8,12 22:4,6 26:4 27:20,22 28:14,20 33:6 34:5,13,18,23 36:6,12 39:17 39:25 40:11,13 40:18,23 41:8 41:13 42:19 45:3 47:24 58:9,24 59:13 <b>states</b> 1:1,12 7:15 <b>status</b> 2:1 11:6 23:16 24:9,10 24:15,17,19 26:1 27:3 34:16 37:17 <b>stay</b> 2:12,17 3:1,10,16 4:1,5 4:10 19:2,12 20:7,12,14 22:6 23:12,20 23:22,23 33:20 35:24 36:3 38:25 48:8 50:2 <b>steinman</b> 33:6 34:15,19,24 35:4,10 37:18 38:1,4 <b>step</b> 23:3 39:2 <b>stephanie</b> 8:1	<b>stephen</b> 10:9 <b>stephenie</b> 3:17 <b>stipulation</b> 54:25 <b>stoneking</b> 3:2 9:24 <b>stop</b> 20:15 29:7 43:21 <b>stopped</b> 40:4 <b>strategy</b> 47:10 47:13 <b>street</b> 5:5,19 6:10 7:3,17 <b>stretch</b> 32:6 50:24 <b>striking</b> 30:5 <b>structure</b> 25:14 <b>stumbling</b> 25:18 26:23 <b>sua</b> 55:6 <b>subject</b> 11:19 19:12 <b>submit</b> 13:10 <b>substance</b> 29:17 <b>substantially</b> 30:22 53:16 <b>succeeded</b> 41:19 <b>success</b> 33:12 <b>successful</b> 28:8 57:24 <b>sugayan</b> 9:25 <b>suggest</b> 28:11 48:3 51:15	<b>suggested</b> 47:1 53:8,9 <b>suggesting</b> 27:17 <b>suggestion</b> 25:24 <b>suggestions</b> 29:6 <b>suite</b> 6:10,17 7:3,17 61:22 <b>sullivan</b> 10:13 <b>supposedly</b> 27:24 <b>supreme</b> 50:22 <b>sure</b> 15:14 23:8 37:15 41:12 44:12 52:16 54:12 59:15,16 <b>surprise</b> 49:9 <b>survivor's</b> 19:13 25:22 <b>survivors</b> 31:10,16 32:21 36:12 40:25 <b>suspect</b> 35:21 40:20,20 <b>sustained</b> 12:6 12:16 <b>sustaining</b> 12:18
			<b>t</b>
			<b>t</b> 61:1,1 <b>table</b> 39:10 <b>take</b> 18:11 21:25 40:9 48:2 54:24

[taken - trial]

Page 21

<b>taken</b> 12:17 31:18	47:9,18,24 48:5 49:16	39:7,8,11 41:2 41:21 44:4,6	40:15 41:12,13 41:17,17 51:10
<b>talk</b> 33:4 58:24	50:1,3,4 51:8,8	44:14,19 45:6	<b>timely</b> 11:15
<b>talked</b> 29:4 45:13 58:12	51:9,23 59:2	45:10,11,13	<b>times</b> 36:23,24 57:19
<b>talking</b> 25:12 34:11 46:18	<b>tested</b> 30:24	46:10,21 47:6	<b>timothy</b> 6:13
47:23,23 52:24 53:21 54:12,14	<b>testified</b> 30:14	47:8 48:19	<b>today</b> 28:6 36:3 37:3 52:3
<b>talks</b> 60:3	<b>testifying</b> 38:18	49:24 50:13,17	<b>today's</b> 56:23
<b>target</b> 46:19 47:13 51:9	<b>testimony</b> 31:17	51:3,11 53:8	<b>todd</b> 5:23 8:24
57:21	<b>testing</b> 31:7	55:8,13 56:8	<b>together</b> 43:2
<b>targets</b> 46:23	<b>thank</b> 13:9 18:24,25 23:15	56:21 57:10	<b>token</b> 47:9
<b>telephonically</b> 7:22	24:6,7 39:14	58:17,18,19	<b>told</b> 18:11 34:19,22
<b>tell</b> 18:14 33:15 34:23 56:19	39:15 41:6	59:11	<b>took</b> 46:2 59:20
<b>tells</b> 48:22	45:18,19 51:12	<b>thinking</b> 28:4 34:12 46:10	<b>tort</b> 27:15
<b>tenor</b> 38:13	57:6 58:21,22	49:10 59:17	<b>total</b> 42:4
<b>term</b> 24:15 51:2	60:9,10,11	<b>thinks</b> 34:24	<b>totality</b> 32:9
<b>terminate</b> 16:16	<b>theory</b> 50:1	<b>third</b> 5:12 52:24 53:5	<b>totally</b> 34:6
<b>terms</b> 39:9 57:24 58:7	<b>theresa</b> 8:13	<b>thomas</b> 9:21	<b>towards</b> 49:25
59:5	<b>thing</b> 28:23 41:21 42:1	<b>thought</b> 15:5 15:17 16:6	<b>town</b> 17:12
<b>test</b> 27:16,25 28:24 33:4,19	52:9 55:24	28:5,20,23	<b>track</b> 58:16
33:21,22,23	<b>things</b> 17:16 24:9 45:22	34:9 36:23	<b>transcribed</b> 4:25
34:11,20 35:6	50:15 54:13	39:22 47:7	<b>transcript</b> 20:8 20:9 37:20 61:4
35:9,9,12,21	58:24	51:12	<b>transfer</b> 13:19 14:22
36:7,13 37:2	<b>think</b> 15:3 17:19 21:20,21	<b>thoughts</b> 59:19	<b>transmit</b> 20:11
37:14,24 38:11	22:22 25:6	<b>threats</b> 19:10 19:14,16 21:22	<b>transpired</b> 25:17
38:16,19 39:7	26:10 27:7,9	<b>three</b> 35:9 45:22	<b>treated</b> 32:3
39:11,24 41:1	28:17 29:13,21	<b>tim</b> 19:6	<b>trial</b> 27:24 35:5 47:10 55:25 56:1,3
46:16,16,23	30:16,21 31:1	<b>time</b> 12:1,21,25 14:4 17:4,5	
	31:13,22 32:18	25:5,20,21	
	32:25 33:2,23	28:16 31:19	
	36:6,16 37:8,9	32:21 35:8	
	38:10,13,16,19	36:8,18 37:25	

<b>trials</b> 27:16 <b>tried</b> 53:15 59:8 <b>true</b> 51:8 61:4 <b>trusha</b> 8:19 <b>trust</b> 14:5,13 14:15,17,19 15:9,10 16:3 45:2 48:1,23 57:15 58:8,9 59:3 <b>trustee</b> 7:16 <b>trustee's</b> 52:21 <b>try</b> 27:25,25 28:1,21,24 33:12,13 35:10 39:4 40:7 49:14 <b>trying</b> 15:12 16:5 27:7 33:2 45:6 46:10 <b>turn</b> 56:25 <b>turned</b> 43:9 <b>twice</b> 46:12 <b>two</b> 25:11 35:9 37:12 59:20 <b>typically</b> 53:4	<b>underestimate</b> 57:9 <b>underlying</b> 58:9 <b>underscore</b> 47:1 <b>understand</b> 14:16 21:7 23:23 33:25 35:4 42:5 49:12 51:14 53:25 <b>understanding</b> 25:21 51:21 <b>understands</b> 22:22 <b>uninsured</b> 46:20 <b>uniondale</b> 6:4 <b>united</b> 1:1,12 7:15 <b>universe</b> 33:10 35:15 <b>unknown</b> 1:25 <b>unnecessary</b> 21:17,18,20 23:13 <b>unopposed</b> 11:15 <b>unsettled</b> 48:14 <b>unwilling</b> 34:6 <b>update</b> 54:10 <b>upped</b> 26:11 <b>urge</b> 49:14 51:11	<b>use</b> 14:3,23 30:19 31:23 32:11 <b>using</b> 41:1 <b>usually</b> 43:14 <b>utility</b> 37:2	<b>village</b> 18:7 <b>vince</b> 10:13 <b>vincequerra</b> 10:2 <b>violation</b> 20:22 <b>virtue</b> 44:13 <b>vis</b> 36:1,1 <b>vote</b> 31:11
		<b>v</b>	
		<b>v</b> 9:1 <b>vacuum</b> 39:22 <b>valenza</b> 10:1 <b>valuations</b> 45:9,10 46:19 47:15 <b>value</b> 26:14 29:14 30:12,23 31:9,25 32:20 38:19,20 39:8 41:2 <b>valued</b> 45:2 <b>values</b> 35:15 37:5 43:8,18 46:22 <b>van</b> 24:17 <b>varick</b> 7:17 <b>variety</b> 41:17 <b>various</b> 32:24 42:25 <b>verdict</b> 39:5 <b>verdicts</b> 36:11 <b>veritext</b> 61:20 <b>vertetis</b> 7:1 <b>vesey</b> 5:19 <b>viable</b> 45:16 60:5 <b>view</b> 15:21 25:13 26:4,14 37:4 43:10	<b>w</b> <b>w</b> 6:13 <b>wa</b> 7:4 <b>wait</b> 51:9 <b>waiting</b> 22:16 <b>want</b> 12:24 13:4,5,11 20:17 23:21 25:16 26:17 27:5 29:7,25 37:13 38:12 40:4,7,23 42:7 45:22 47:6 51:7 52:18 54:5,25 55:1 56:11,18 <b>wanted</b> 22:17 24:7 37:22,24 39:17 44:18 55:4 <b>wants</b> 35:21 <b>warner</b> 10:3 <b>warren</b> 44:4 <b>watch</b> 27:12 <b>watson</b> 10:4 <b>way</b> 23:11 27:24 28:6,12 32:2 33:11 41:4 42:14
<b>u</b>			
<b>u.s.</b> 1:23 7:16 52:20 <b>uday</b> 10:10 <b>ultimately</b> 14:5 16:12 47:12 <b>unclear</b> 25:17 <b>under</b> 19:1 35:22 46:17 53:15			

[way - à]

Page 23

46:21 48:15	52:5 54:17	36:10
51:8 52:10,25	<b>withdraw</b> 2:3	<b>z</b>
55:7 57:9	21:16	<b>z</b> 8:15
59:23	<b>withdrawn</b>	<b>ziehl</b> 5:10 6:15
<b>wayne</b> 8:9	11:8,23 21:12	13:16 29:11
<b>ways</b> 27:8	<b>witness</b> 30:17	<b>zipes</b> 7:20
<b>we've</b> 18:11	<b>woodard</b> 2:13	52:19,20,20
31:22 39:18	<b>word</b> 13:10	53:3,11,18,19
45:9,9,14	31:23	53:20,25 54:5
<b>wealthiest</b>	<b>wording</b> 24:25	54:15 55:14
43:13	<b>words</b> 35:7	<b>zucker</b> 6:1
<b>webb</b> 9:18	38:16	<b>à</b>
<b>website</b> 41:13	<b>work</b> 46:24	<b>à</b> 36:1
41:16 42:19	<b>working</b> 32:19	
<b>wednesday</b>	<b>world</b> 30:5	
56:16 57:2	<b>worth</b> 36:9	
<b>week</b> 15:23	38:22	
41:23 52:4	<b>wring</b> 56:18	
<b>weeks</b> 20:7	<b>write</b> 26:9	
32:5	<b>writing</b> 37:7	
<b>weiss</b> 10:5	<b>written</b> 22:23	
<b>welcome</b> 41:7	<b>wrong</b> 15:5	
<b>went</b> 57:14	34:14 36:4	
<b>westerman</b> 6:1	<b>wrote</b> 34:10	
18:6	<b>x</b>	
<b>wi</b> 6:11	<b>x</b> 1:4,10	
<b>wide</b> 56:16,18	<b>y</b>	
<b>wight</b> 26:6	<b>yeah</b> 35:3 56:8	
<b>william</b> 6:6	<b>year</b> 16:11	
8:20 18:5	18:11 44:7	
<b>willing</b> 20:11	<b>years</b> 36:22	
<b>willingness</b>	59:20	
23:2 51:22	<b>yitzchak</b> 8:16	
<b>win</b> 36:13	<b>york</b> 1:2,7,14	
<b>wings</b> 59:7	5:13,20 7:18	
<b>wish</b> 11:10	17:10 18:8,12	
18:3,22 41:9		